



NED UNIVERSITY OF ENGINEERING & TECHNOLOGY  
PROCUREMENT CELL

Tele # 99261261- 68, (Ext. 2471) Fax # 99261255, E-mail: [ddff@neduet.edu.pk](mailto:ddff@neduet.edu.pk)

"Say NO to Corruption"

No. PC/NED/110681/ 2783

Dated: 26/5/2017

**Notice Inviting Tender**

Sealed bids are invited from interested suppliers / firms / Distributors / Manufacturers for tenders mentioned below:-

S#	Number	Tender	Tender Schedule – Date and Time				Tender Fee Rs
			Issue / Sale		Submission	Opening	
			From	To			
1.	PC / NED /CE / Projection VR/6473/17	Procurement of projection VR & walking VR for Virtual Reality Centre	31-05-2017 8:30 AM to 1:00 PM	19-06-2017 8:30 AM to 1:00 PM	20-06-2017 10-00 A.M	20 -06-2017 10-30 A.M	1,000/-
2.	PC / NED /CE / Computer./6475/17	Procurement of Computers, Printer & Accessories etc	31-05-2017 8:30 AM to 1:00 PM	19-06-2017 8:30 AM to 1:00 PM	20-06-2017 10-30 A.M	20-06-2017 11-00 A.M	1,000/-
3.	PC / NED /CE / Virtual Reality /6474/17	Laboratory Space Development for Virtual Centre	31-05-2017 8:30 AM to 1:00 PM	19-06-2017 8:30 AM to 1:00 PM	20-06-2017 11-00 A.M	20-06-2017 11-30 P.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 against PO in favour of Director Finance & shall be opened as per above schedule in same office.

**1. ELIGIBILITY CRITERIA**

- 03 years experience in the relevant field
- Turn-over of at least last three years
- Registration with Federal Board of Revenue (FBR), for Income Tax and Sales Tax in case of procurement of goods
- Registration with the Sindh Revenue Board (SRB) in case of procurement of works and services
- An Affidavit on Stamp Paper that the firm has never been Blacklisted
- Registration with PEC in relevant category (where applicable).

**2. Method of Procurement:** (Single Stage One Envelope Procedure)

**3. Terms & Conditions:**

a) Under following conditions bid will be rejected:-

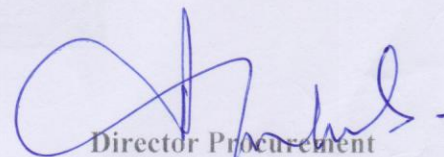
- Conditional and telegraphic bids/tenders
- Bids not accompanied by Bid Security of required amount and form
- Bids received after specified date and time
- Bids of Blacklisted firms

b) **Bid Validity Period:** 90 days from the date of opening of Tender.

c) Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules-2010 (Amended 2013).and can divide business amongst more than on bidder.

d) Any quotation not conforming to specifications and terms and conditions shall be rejected, however on request grounds for rejection of bid can be communicated.

e) Tender document can be downloaded from SPPRA website [www.nprasinhd.gov.pk](http://www.nprasinhd.gov.pk) and this University website [www.neduet.edu.pk](http://www.neduet.edu.pk) further (detailed Terms & Conditions are mentioned in bidding documents).

  
Director Procurement  
26/5/2017

**NED UNIVERSITY**  
of Engineering & Technology

University Road, Karachi-75270. Tel: 9926 1251-68 Ext 2471 & 2251  
Fax: 9926-1255 Email: [edf@neduet.edu.pk](mailto:edf@neduet.edu.pk) Web: [www.neduet.edu.pk](http://www.neduet.edu.pk)

**توجہ دہندگان کے لئے**  
توجہ دہندگان کے لئے کہیں کہیں سے اس پر عمل پناہ رہیں اور اس پر عمل پناہ رہیں۔

No. PC/NED/CE/Projection/VR/5473/17 Tender Fee: Rs. 1,880

**PROCUREMENT OF PROJECTION VR & WALKING VR FOR VIRTUAL REALITY CENTRE**  
Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
31.05.2017	19.06.2017	20.06.2017	20.06.2017
8:30 am-1:00 pm	8:30 am-1:00 pm	10:00 am	11:00 am

Tender No. PC/NED/CE/Computer/5457/17 Tender Fee: Rs. 1,880

**PROCUREMENT OF COMPUTERS, PRINTER & ACCESSORIES ETC**  
Tender Documents Issuance, Submission & Opening Schedule

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Tender No. PC/NED/CE/Virtual Reality/5474/17 Tender Fee: Rs. 1,880

**LABORATORY SPACE DEVELOPMENT FOR VIRTUAL CENTRE**  
Tender Documents Issuance, Submission & Opening Schedule

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Tender Documents can be viewed from ADP-II Office against PO in favour of Director Finance & shall be opened as per above schedule in same Office.

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- (v) An Affidavit on Stamp Paper that the Firm has never been blacklisted
- (vi) Registration with PEC in relevant category (where applicable)

**2. Method of Procurement: Single Stage-One Envelope**

**3. TERMS & CONDITIONS:**

- (i) Under the following Conditions, Bid can be opened:
- (ii) Conditional and Telegraphic Bid/Tenders
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- (v) Bids of Blacklisted Firms
- (vi) Bid Validity Period: 90 Days from the Date of Tender Opening
- (vii) Procuring Agency reserves the right to reject or to subject to the relevant Provisions of Sindh Public Procurement Rules 2013 (Amended 2015) and can divide amongst more than One Bidder
- (viii) Any Question not conforming to Specifications and Terms and Conditions shall be rejected, however on request grounds for rejection of bid can be communicated.
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- (x) Detailed Terms & Conditions are mentioned in Bidding Documents/ Director Procurement

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DAWN: 27.05.2017

Hilal – e – Pak: 27.05.2017

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No. PC/NED/110681/2783 Say NO to Corruption

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ذریعہ ضمانت کی کل رقم 2.5% کے مساوی ہے۔

تذکرہ ADP-II سے PO کے ذریعہ جاری کی جائے گی۔

تذکرہ ADP-II سے PO کے ذریعہ جاری کی جائے گی۔

**1. اہلیت کے قیاس:**

- (i) 03 Years Experience in the relevant field
- (ii) Turn-Over of at least Last Three Years
- (iii) Registration with Federal Board of Revenue (FBR), for Income Tax and Sales Tax in case of Procurement of Goods
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**2. خرید کی روشنی میں: Single Stage-One Envelope**

**3. شرائط و ضوابط:**

- (i) Under the following Conditions, Bid can be opened:
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Jang: 27.05.2017

ISSUED ON: \_\_\_\_\_

ISSUED TO: \_\_\_\_\_

## **Department of Procurement Cell**

**NED UNIVERSITY OF ENGINEERING & TECHNOLOGY, KARACHI**



**“Procurement of Projection VR & Walking VR for Virtual Reality Centre at Civil Engineering Department”**

**TENDER NO. PC/NED/CE/PROJECTION VR/6473/17**

## LIST OF CONTENTS

<b>PART</b>	<b>DESCRIPTION</b>
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Part-II	INSTRUCTIONS TO BIDDERS
Part-III	GENERAL CONDITIONS OF CONTRACT
Part-IV	BID DATA SHEET
Part-V	SPECIAL CONDITIONS OF CONTRACT
Part-VI	SCHEDULE OF REQUIREMENT
Part-VII	SAMPLE FORMS
Part-VIII	SPECIFICATIONS AND QUANTITIES

**PART-II**  
**INSTRUCTION TO BIDDERS**

- i Source of Funds** UDWP Budget of NED University of Engineering & Technology. The eligible payment under the contract is to be made from this approved project.
- ii Eligible Bidders**
- ii.a This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.
- ii.b Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- ii.c Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- ii.d Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization.
- iii Eligible Goods and Services**
- iii.a The origin of all the goods & related services to be supplied under the Contract should be mentioned.
- iii.b Origin means the place where the goods are mint, grown or produce or the place from which the related services are supplied.
- iii.c The Origin of goods and services is distinct from the nationality of bidders.
- iv Cost of Bidding**
- iv.a The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. The Bidding Documents**

- v Content of Bidding Documents**
- v.a The bidding documents include:
- (a) Instructions to Bidders (ITB)
  - (b) Bid Data Sheet
  - (c) General Conditions of Contract (GCC)
  - (d) Special Conditions of Contract (SCC)
  - (e) Schedule of Requirements
  - (f) Technical Specifications
  - (g) Bid Form and Price Schedules
  - (h) Bid Security Form
  - (i) Contract Form
  - (j) Performance Security Form
  - (k) Manufacturer's Authorization Form
- v.b The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- vi Clarification of Bidding Documents**
- vi.a A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
- vii Amendment of Bidding Documents**
- vii.a At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- vii.b All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- vii.c In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

### C. Preparation of Bids

- 1. Scope**
  - 1.1 The NED University of Engg. & Tech., Karachi intends the **“Procurement of Projection VR & Walking VR for Virtual Reality Centre at Civil Engineering Department”** through National Competitive Bidding Single Stage one Envelope Procedure as per SPPRA Rules-2010 (Amended 2013).
- 2. Language of Bid**
  - 2.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the English language.
- 3. Documents Comprising the Bid**
  - 3.1 The bid prepared by the Bidder shall comprise the following components:
    - a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6.
    - b) bid security furnished in accordance with ITB Clause-9.
- 4. Bid Prices**
  - 4.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
  - 4.2 The prices shall be quoted on delivery to consignee’s end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the schedule of Requirements. No separate payment shall be made of the incidental services.
  - 4.3 Prices quoted by the by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.
  - 4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 5. Bid Form**
  - 5.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 6. Bid Currencies**
  - 6.1 Prices Shall be quoted in Pak Rupees.
- 7. Bidder’s Eligibility**
  - 7.1 As defined in Bid Data Sheet.

- 8. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**
- 8.1 The documents evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and Data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
  - (b) the Bidder shall note that standards for workmanship, material ,and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specification are intended to be descriptive only and not restrictive :till stated otherwise in Technical Specifications or Bid Data Sheet .The Bidder may substitute alternative standards, brand names , and /or catalogue numbers in its bid , provided that demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the in the Technical Specifications
- 9. Bid Security**
- 9.1 The bid security is required (in the amount specified in the bid data sheet) to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture The bid security shall be denominated in the currency of the bid:
- a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank:
  - b) be submitted in its original form: copies will not be accepted;
  - c) remain valid for a period of at least 14 days beyond the original validity period of bids, or at least 14 days beyond any extended period of bid validity.
- 9.2 bid security shall released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 9.3 The successful Bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.
- 9.4 The bid security may be forfeited:
- a) if a Bidder withdraws its bid during the period of bid validity or
  - b) in the case of a successful Bidder, if the bidder fails:
    - (i) to sign the contract in accordance or
    - (ii) to furnish performance security



- 10. Period of Validity of Bids**
- 10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non responsive.
- 10.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitable extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required not be required nor per mitted to modify its bid.
- 11. Format and Signing of Bid**
- 11.1 The Bidder shall prepare an original one copy of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" COPY OF BID" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2 The original and the copy of the bid shall be shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
- 11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

#### **D. Submission of Bids**

- 12. Sealing and Marking of Bids**
- 12.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "ONE COPY". The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Procuring agency at the address given in the BDS, and carry statement **"DO NOT OPEN BEFORE at A.M"**
- 12.2 If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid's misplacement or premature opening.
- 13. Deadline for Submission of Bids**
- 13.1 Bids must be received by the Procuring agency at the address specified in Bid Data Sheet, not later than the time and date specified in Bid Data Sheet.
- 13.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline.
- 14. Late Bids**
- 14.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribes by the Procuring agency shall be rejected and returned unopened to the Bidder.

- 15. Modification and Withdrawal of Bids**
- 15.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 15.2 No bid may be modified after the deadline for submission of bids.
- 15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

#### **E. Opening and Evaluation of Bids**

- 16. Opening of Bids by the Procuring agency**
- 16.1 The Procuring agency shall open all bids in the presence of bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.
- 16.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presences or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.
- 17. Clarification of Bids**
- 17.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 18. Preliminary Examination**
- 18.1 The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 18.3 Prior to the detailed evaluation, the Procuring agency will determine the substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 18.4 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 19. Evaluation and Comparison of Bids**
- 19.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 19.2 The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
- 20. Contacting the procuring agency**
- 20.1 No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.
- 20.2 Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

## **Award of contract**

- 21. Post – Qualification**
- 21.1 In the absence of prequalification, the procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluation responsive bid is qualified to perform the contract satisfactorily.
- 21.2 The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Claus-7 as well as such other information as the Procuring agency deems necessary and appropriate.
- 21.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder’s bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to perform satisfactorily.
- 22. Award Criteria**
- 22.1 The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 22 a Procuring Agency’s right to vary quantities at the time of award**
- The Procuring Agency reserves the right to increase/decrease the quantity of the required items and /or purchase part items already tendered either in full or in part. The Procuring Agency reserves the right to accept or reject any or all of the Tenders; divide business amongst more than one bidder.
- 23. Procuring agency’s Right to Accept any Bid and to Reject any or All Bids**
- 23.1 Subject to relevant provisions of SPP Rules 2010 (Amended 2013), the Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award.
- 23.2 Pursuant to Rule 45 of SPP Rules 2010 (Amended 2013), Procuring agency shall hoist the evaluation report on Authority’s web site, and intimate to all the bidders seven days prior to notify the award of contract.

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

party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) **“Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) **“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

b) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

**Part-III**  
**General Conditions of Contract**

**1. Definitions**

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

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

**2. Standards**

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

standards shall be the latest issued by the concerned institution.

### **3. Patent Rights**

The Supplier shall indemnify the Procuring agency against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.

### **4. Performance Security**

4.1 Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

4.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

4.3 The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;

4.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

### **5 Inspections and Tests**

5.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

5.2 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

5.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.

5.5 Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.



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

termination, in sufficient time to permit the Procuring agency to procure needed requirements; and

- (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

## **12. Warranty**

- 12.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 12.2 This warranty / maintenance period shall remain valid for six (06) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract
- 12.3 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

## **13. Payment**

- 13.1 The firm should submit stamp duty as per Government Rule before execution of work.
- 13.2 Within 30 days after the issuance of inspection certificate and consignee's receipt certificate as mentioned in SSC clause 6.
- 13.3 If the supply is not according to the specifications or unsatisfactory, the Contract will be rejected and cancelled at the risk and cost of Firm
- 13.4 If the firm fails to execute the contract/supply order as per condition, action will be taken against them which may be their black listing and Earnest Money. / Security Deposit will be forfeited.
- 13.5 In case of late delivery @ 0.1% per day will be charged on bid amount deducted from the bill, but not more than 10% of contract value.
- 13.6 The currency of payment is Pak. Rupees.

## **14. Prices**

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices

quoted by the Supplier in its bid,

**15. Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**16. Delays in the Supplier's Performance**

16.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

16.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions obstructing timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

16.3 Except as provided under GCC Clause 19 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 17 unless an extension of time is agreed upon pursuant to GCC Clause 16.2 without the application of liquidated damages.

**17. Liquidated Damages**

Subject to GCC Clause 19, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 18.

**18. Termination for Default**

18.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 16; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

18.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 18.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **19. Force Majeure**

19.1 Notwithstanding the provisions of GCC Clauses 16, 17 and 18, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

19.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

19.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **20. Termination for Insolvency**

20.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the procuring agency.

## **21. Termination for Convenience**

21.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

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

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

**Part-IV**  
**Bid Data Sheet**

The following specific data for “**Procurement of Projection VR & Walking VR for Virtual Reality Centre at Civil Engineering Department**” to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>	
<b>ITB 1</b>	<b>Name of Procuring Agency:</b> Office of The Assistant Director Procurement – II, NED University, Karachi. Tel # 99261261-68, (Ext: 2291), Fax: 99261255
	<b>Name of Contract.</b> “ <b>Procurement of Projection VR &amp; Walking VR for Virtual Reality Centre at Civil Engineering Department</b> ”.
<b>Bid Price and Currency</b>	
<b>ITB 4</b>	FOR Prices quoted by the Bidder shall be “ <i>fixed</i> ” and in” <i>Pak Rupees</i> ”
<b>Preparation and Submission of Bids</b>	
<b>ITB 7</b>	<i>Selection Criteria / Responsiveness criteria:</i> <ol style="list-style-type: none"> <li>1. Bidder should be a Pakistani entity.</li> <li>2. Having local presence in Karachi.</li> <li>3. Firm comply with specifications mentioned in bidding documents.</li> <li>4. Bid should be accompanied with client list.</li> <li>5. Bidder should strictly compliant with technical specification; no optional item will be accepted.</li> <li>6. The bidder must have at least 3 years of experience in the relevant field.</li> <li>7. Income Tax Certificate (NTN) – Active Tax Payer</li> <li>8. GST Registration Certificate.</li> <li>9. Valid Professional Tax Certificate.</li> <li>10. Details of turn-over (Including in terms of Rupees) of at least last three years</li> </ol>
<b>ITB 9</b>	<b>Amount of bid security.</b> 2.5% of Bid Value
<b>ITB 10</b>	<b>Bid validity period.</b> 90 days
<b>ITB 11</b>	<b>Number of copies.</b> One original - - -
<b>ITB 13</b>	<b>Deadline for bid submission.</b> __.__.____ at _____ AM
<b>ITB 19.1</b>	<b>Bid Evaluation:</b> Lowest evaluated responsive bid

## **Part-V**

### **Special Conditions of Contract**

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

#### **1. Definitions (GCC Clause 1)**

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

#### **2. Performance Security (GCC Clause 4)**

GCC 4—The amount of performance security, as a percentage of the Contract Price, shall be: 10%.

#### **3. Inspections and Tests (GCC Clause 5)**

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

#### **4. Delivery and Documents (GCC Clause 7)**

GCC 10—Supplier shall supply and install the good within 90 Days after signing the contract and shall submit the following.

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

#### **5. Warranty (GCC Clause 12)**

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

#### **6. Payment (GCC Clause 13)**

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

**7. Liquidated Damages (GCC Clause 17)**

If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.1 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

**8. Resolution of Disputes (GCC Clause 22)**

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the (SPPR 2010) Amended 2013

**9. Applicable Law (GCC Clause 24)**

GCC 24 Contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh.



**Part-VI**  
**SCHEDULE OF REQUIREMENTS**

The delivery schedule hereafter expressed the date of delivery required.

<b>S. No</b>	<b>Items</b>	<b>Quantity</b>	<b>Time of Delivery from date of Award</b>	<b>Location of Supply</b>
1.	Projection VR	01.	Delivery within Forteen Weeks	for Civil Engineering Department NEDUET
2.	Walking VR	01		

**Note:**        **specifications of above items are attached**

**PART-VII**  
**SAMPLE FORMS**

**Form-I**

**Letter of Acceptance**

Date: \_\_\_\_\_

To:

\_\_\_\_\_  
NED University of Engineering & Technology,  
Karachi,

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five (5) percent of the Contract Price/Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 15 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**Price Schedule in Pak. Rupees**

Name of Bidder \_\_\_\_\_ . IFB Number \_\_\_\_\_ . Page of \_\_\_\_\_

1	2	3	4	5		6	7
Item	Description	Country of origin	Quantity	Unit price		Total	Remarks (if any)
				Words	Figure		

Total Bid amount in words: \_\_\_\_\_

Total Bid amount in figure: \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

*Note:*

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

**Experience of Similar Supply and Installation**

<b>S. No</b>	<b>Assignment Description</b>	<b>Name /Contact Details of Client</b>	<b>Cost</b>	<b>Start Date</b>	<b>End Date</b>	<b>Remarks</b>

**Contract Form**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

**Performance Security Form**

To:

\_\_\_\_\_  
**NED University of Engineering & Technology,  
Karachi.**

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 2017\_\_\_\_\_ to supply *[description of goods and services]* (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

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

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

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

**Manufacturer's Authorization Form**

To:

\_\_\_\_\_  
**NED University of Engineering & Technology,  
Karachi.**

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

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

We hereby extend our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

\_\_\_\_\_  
*[signature for and on behalf of Manufacturer]*

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

**PART-VIII**

**NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY  
CIVIL ENGINEERING DEPARTMENT  
SPECIFICATIONS AND QUANTITIES**

**Tender No. PC/NED/CE/PROJECTION VR/6473/17**

Item Code No.	Description of items/specifications	Unit	Total Quantity Required	Price in Pak. Rupees	
				Unit Price	Total Amount
01.	<p><b>Projection VR</b> Providing, installing and on-site training of immersive VR system based on system components including; UST Active Stereo Projectors, motion tracking system, Interactive Controller, Head Motion Tracking Device, VR Development Platform Software, 3D Asset Import Software, Rendering Computer, Stereo Projection and Other Accessories as per following specifications and details.</p> <p>Two UST Active Stereo Projectors: Providing and installing at-least 2 projectors for having full HD (1920 x 1080), 3,100 ANSI lumens minimum, 120Hz active stereo capable, Solid state, laser phosphor, lampless illumination system rated at 20,000 hours, Ultra-Short-Throw (0.25:1) integrated lens with Projector Mounts included complete in all respect.</p> <p>Motion Tracking System: Active tracking system capable of providing absolute position and orientation from fixed point of reference to prevent drift. Every tracked object (user peripherals) in the environment should have a unique identifying pulse signal created by an active infrared emitter with at-least four optical sensors (CCD), the solution should be able to accurately track a volume of 6m x 6m x 3.5m (H) having 5 degrees of freedom with highest precision, accuracy, best Latency, least possible calibration time (including calibration rig for user facilitation) with best possible sensor update rate and capable of on-board image processing including all hardware and software protocols, Ethernet interface, network switch, sensor mounting brackets, and cables, readily scalable complete in all respect as per solution.</p> <p>Interactive Controller: At-least 2 numbers of interactive controllers single handed, optical/RF wireless controller, integrated joystick/analog stick with 5 button control including trigger.</p> <p>Head Motion Tracking Device: At-least 2 numbers of System should include a light bar; device incorporating two IR emitters that can be easily mounted onto 3D Shutter Glasses with all accessories complete in all respect.</p>	LS.	01.		



	<p>VR Development Platform Software: VR Development platform must including all the major VR Development features, compatible with the hardware systems as per solution complete in all respects.</p> <p>3D Asset Import Software: Providing and installing (single user license or network) 3D Asset import software (Anark Core or equivalent) software compatible with the hardware system as well as VR Development platform complete in all respects.</p> <p>Rendering Computer: Providing and installing one number of Intel Core, i7-6700K 4.0Ghz Quad-Core processor (or equivalent), Graphics card, Nvidia Quadro M6000 12Gb or equivalent), SSD, 1x 128gb SSD for operation system. 1x 512gb SSD for storage, RAM 2x 8GB DDR4-3000, PSU, Corsair CXM 750W 80+ Bronze Certified Semi-Modular ATX Power Supply, Operating ,Windows 10 pro x 64 bit, 32 inch LCD/LED Monitor , Wireless Optical Mouse, Wireless Keyboard, All compatible with VR system and complete in all respect as per solution.</p> <p>Stereo Projection and other Accessories: One number of RF Emitter, at-least 10 nos. of RF Active Stereo Shutter Glasses, a 5-Port USB Charging Station complete with all accessories, as per solution.</p>				
2.	<p>VR Enabled Systems (4 Nos.)  HP Elite Desk 800 G2 Tower PC or higher (PC should be compatible with NVIDIA GeForce GTX 1070 8GB Graphics Card)  Intel Core i7-6700 Processor (8M Cache, min. 4.00 GHz)  24 GB DDR4-2133 SDRAM (3 x 8 GB)  DOS.  1TB SATA Hard Drive Intel VPRO Technology  Slim SATA SuperMulti DVD-RW  Keyboard &amp; Mouse.  HP LED Monitor 24 inch .  NVIDIA GeForce GTX 1070 8GB Graphics Card  Oculus Rift: headset, sensor, remote, cables, Xbox One controller, and Lucky's Tale.  Oculus Touch Includes: Touch controllers, sensor, batteries, Rock Band VR connector. Requires Rift.</p> <p>Interactive Panel with Built-in PC (1 nos.)  65 inches, Full-HD LED Multi-Touch displays, Double OS &amp; PC :Integrated Intel PC, i3, 4GB, 500GB, 65in, Windows &amp; Android, Features: Remote Control/FHD, 10 points touch, Anti Glare touch Surface, Super Slim Design with only 99 mm thickness, Built-in Wireless Projection, Can connect to External PC, Can share Pictures, Videos and Documents on iOS &amp; Android Mobile Devices wirelessly, Embedded White Board, Screen Capture &amp; Save, Low Power consumption of 120W, AV Inputs/Output: Front side: HDMI x1, USB for touch x1, USB for Android media Player x 1, USB for PC x 2 (2.0x1, 3.0x1), MIC x 1, REAR Side: USB for Android Media Player x 2, USB for Touch x</p>	LS	01		

<p>1, HDMI-IN x 2, VGAIN x 1, Audio-IN x 1, AV-IN x 1, YPBPR/YCBCR/Audio-IN x 1, HDMI-Out x 1, AV-Out x1, AUDIO- Out x 1, RS232 x 1, RJ45 x 2, SD x 1, Speaker 30Watts (15Wx2), IR touch Sensor (Pen or Finger), Intelligent Light detector, Intelligent thermo Protector, Support Wifi Printer, Screen Mirror, On screen Annotation, Widgets, White Board, Office Viewer ( Option of Computer Specs Modification)</p> <p>Digital Camera (1 Nos.)  CANON EOS 750D - 24.2 MP - 55 mm Lens - CMOS Sensor - 3-Inch LCD -Hybrid Camera Black (or equivalent), 24.2 MP APS-C CMOS Sensor, DIGIC 6 Image Processor  3.0" 1.04m-dot Vari-Angle Touch screen, Full HD 1080p Video Recording at 30 fps19-Pt. Cross-Type AF  Hybrid CMOS AF III, Expanded ISO 25600, 5 FPS SHOOTING, 7560-PIXEL RGB + IR Metering Sensor  EOS Scene Analysis, Bilt in Wi – Fi Connectivity with NFCEF-S 18-55mm f/3.5-5.6 IS STM Lens.</p> <p>W1fi enabled IP camera (4 Nos.)  Smart W1Fi- 1P camera Wh1te, Network v1deo playback and remote image capture  Support two-way voice 1ntercom, Portable smart W!FI camcorder, 720P better Wide angle VieW</p> <p>Video Conferencing Equipment (1 Nos.)  Logitech BCC950 – Conference Webcam with Speakerphone and Remote Black  Motorized pan, tilt and zoom, Integrated full duplex omni-directional speakerphone with 8 – foot range  On board UVC H.264 encoding, USB Video class (UVC) supported applications full HD 1080p video calling, Camera and speakerphone controls, speakerphone and remote control pan, tilt and zoom, volume, Audio mute, Answer/Hang up, Autofocus ZEISS lens certification, 78-degree field or view, 180 degree pan 55-degree tilt  Providing and Installing UPS as per following details(2 Nos.).  Capacity Load: 3000VA, Input supply single phase, Power Factor: 0.8, Voltage range with AVR: 160v AC-280v ac, 50 Hz AVR, AC Protection: Input Fuse, Transient/Surge Suppressor or Surge Protector, EMI/RFI Filter, Over Temperature, Output Voltage ACMode: 220 VAC (typical) Single Phase, 50 Hz AVR.  Frequency: 50 Hz  Waveform: True Sinewave/Pure Sinewave, Backup Time: Minimum 1 Hour.  Power Control: Front Panel Switch, Audible and Visual Indications: Over load, low battery, battery over charged, Battery failed UPS Fault, Thermal shutdown, load rating (watts) etc.  Battery Type: Dry Sealed Maintenance free battery. Type of UPS: Online Warranty: 6 months comprehensive onsite with parts.</p> <p>Sound system (1 Nos.): Providing and Installing Logitech THX Z9065.1 Surround Sound speaker System.</p>				

	<b>TOTAL</b>				
	<b>ADD:GST</b>				
	<b>TOTAL AMOUNT WITH GST</b>				

**Terms & Condition**

- Note:** 1. All necessary accessories required for the Setup (e.g. cables, network, setup mounts, hardware fixtures etc.) Should be included with the solution.
2. Professional Installation Services shall be provided on site at NED University of Engineering and Technology in Karachi, Pakistan.
3. A training session of at least 3 days duration, including hardware setup explanation, hands-on software configuration, and general demonstration with Q&A sessions should be provided at site after system commissioning.
4. The vendor/system integrator should provide a 1-year warranty on all included hardware and the bid price must include at least one year of system and software support.
5. The system Installation, Commissioning and Training shall all be completed within 14 weeks of Tender award
- 

\_\_\_\_\_  
Signature & Stamp of Tenderer

**ISSUED ON:** \_\_\_\_\_

**ISSUED TO:** \_\_\_\_\_

## **Department of Procurement Cell**

**NED UNIVERSITY OF ENGINEERING & TECHNOLOGY, KARACHI**



**“Laboratory Space Development for Virtual Centre  
at Civil Engineering Department”**

**TENDER NO. PC/NED/CE/VIRTUAL REALITY/6474/17**

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## **INVITATION FOR BIDS**

## INVITATION FOR BIDS

Date: \_\_\_\_\_  
Bid Reference No. \_\_\_\_\_

1. The NED University of Engineering & Technology invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category and/or duly pre-qualified with the Procuring Agency for the Works of **Laboratory Development Space for Virtual Centre at Civil Engineering Department** Estimated cost of Rs. 1.500 Million, which will be completed in [90] days.
2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees 1,000/- Bidders may acquire the Bidding Documents from the Office of Assistant Director Procurement – II, NEDUET, Karachi.
3. All bids must be accompanied by a Bid Security in the amount of Rs. Rupees 2.5% or percentage of bid price in the form of (pay order / demand draft / bank guarantee) and must be delivered to ADP – II Procurement Cell, NEDUET, Karachi at or before 00:00 AM on 00:00:00. Bids will be opened at 00:300 AM on the same day in the presence of bidders' representatives who choose to attend, at the Office of ADP – II, NEDUET.

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# INSTRUCTIONS TO BIDDERS

## A. GENERAL

### IB.1 Scope of Bid & Source of Funds

#### 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —the Procuring Agency) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Works).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

#### 1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources which may be indicated accordingly in bidding data towards the cost of the project/scheme.

### IB.2 Eligible Bidders

#### 2.1 Bidding is open to all firms and persons meeting the following requirements:

- a. duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works. Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC .
- b. duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c. if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:-
  - i. company profile;
  - ii. works of similar nature and size for each performed in last 3 years;
  - iii. construction equipments;
  - iv. qualification and experience of technical personnel and key site
  - v. financial statement of last 3 years;
  - vi. information regarding litigations and abandoned works if any

### **IB.3 Cost of Bidding**

- 3.1** The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

## **C. BIDDING DOCUMENTS**

### **IB.4 Contents of Bidding Documents**

- 4.1** In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid  
Schedules to Bid comprise the following:
  - i. Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
  - ii. Schedule B: Specific Works Data
  - iii. Schedule C: Works to be Performed by Subcontractors
  - iv. Schedule D: Proposed Programme of Works
  - v. Schedule E: Method of Performing Works
  - vi. Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - i. Form of Bid Security,
  - ii. Form of Performance Security;
  - iii. Form of Contract Agreement;
  - iv. Form of Bank Guarantee for Advance Payment
5. Specifications
6. Drawings, if any

### **IB.5 Clarification of Bidding Documents**

- 5.1** A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2** An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such Queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

**IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).**

- 6.1** At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2** Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub- Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3** To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

**C. PREPARATION OF BIDS**

**IB.7 Language of Bid**

- 7.1** All documents relating to the Bid shall be in the language specified in the Contract Data.

**IB.8 Documents Comprising the Bid**

- 8.1** The Bid submitted by the bidder shall comprise the following:
- a. Offer /Covering Letter
  - b. Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
  - c. Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
  - d. Bid Security furnished in accordance with IB.13.
  - e. Power of Attorney in accordance with IB 14.5.
  - f. Documentary evidence in accordance with IB.2(c) & IB.11
  - g. Documentary evidence in accordance with IB.12.

**IB.9 Sufficiency of Bid**

- 9.1** Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2** The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

## **IB.10 Bid Prices, Currency of Bid and Payment**

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

## **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents

## **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive

## **IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Director Finance, NEDUET valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.05 The Bid Security may be forfeited:
- a if a bidder withdraws his bid during the period of bid validity; or
  - b if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - c in the case of a successful bidder, if he fails within the specified time limit to:
    - i furnish the required Performance Security or
    - ii sign the Contract Agreement

**IB.14 Validity of Bids, Format, Signing and Submission of Bid**

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidder's responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL and —COPY as appropriate. In the event of discrepancy between them, the original shall prevail.

- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### **D. SUBMISSION OF BID**

##### **IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
  - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
  - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
  - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
  - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

## E. BID OPENING AND EVALUATION

### IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidder's representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer / Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

- (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not Subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

**(A) Major (material) Deviations include:-**

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) Adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively



## **IB.17 Process to be Confidential**

Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

- 17.1 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.2 Bidders may be excluded if involved in “**Corrupt and Fraudulent Practices**” means either one or any combination of the practices given below SPP Rule2(q);
- (i) —**Coercive Practice**□ means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - (ii) —**Collusive Practice** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
  - (iii) “**Corrupt Practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
  - (iv) —**Fraudulent Practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (v) “**Obstructive Practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

## F. AWARD OF CONTRACT

### **IB.18 Post Qualification**

81.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted under B.11, as well as such other information required in the Bidding Documents

### **IB.19 Award Criteria & Procuring Agency's Right**

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18.

19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

### **IB.20 Notification of Award & Signing of Contract Agreement**

20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance) that his bid has been accepted (SPP Rule 49).

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parti

20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

## **IB.21 Performance Security**

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- 1 Evaluation Report;
  - 2 Form of Contract and letter of Award;
  - 3 Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

## **IB.22 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement ontracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive (SPP Rule 89).

## BIDDING DATA

### Instructions to Bidders

#### Clause Reference

#### 1.1 Name of Procuring Agency

NED University of Engineering & Technology ,

#### Brief Description of Works

Laboratory Space Development for Virtual Reality Centre  
At Civil Engineering Department

#### 5.1 (a) Procuring Agency's address:

NED University of Engineering & Technology,  
University Road  
Karachi  
Tele # 99261261- 68, (Ext. 2291)  
Fax # 99261255,

#### (b) Engineer's address:

Directorate of Services, NEDUET, Karachi

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

10.4 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(Insert required capabilities and documents)*

(i) Financial capacity: *(must have turnover of Rs-----Million);*

(ii) Technical capacity:*(mention the appropriate category of registration with PEC and qualification and experience of the staff);*

(iii) Construction Capacity: *(mention the names and number of equipments required for the work).*

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

#### 13.1 Amount of Bid Security

2.5%

14.1 **Period of Bid Validity**

90 Days

14.4 **Number of Copies of the Bid to be submitted:**

One Original

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission**

Assistant Director Procurement – II

15.1 **Deadline for Submission of Bids**

Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_.

16.1 **Venue, Time, and Date of Bid Opening**

Venue: \_\_\_\_\_

Time: \_\_\_\_\_ Date: \_\_\_\_\_

16.4 **Responsiveness of Bids**

- (i) Bid is valid till required period,
- (ii) Bid prices are firm during currency of contract/Price adjustment
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and Qualification
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

*\* Procuring agency can adopt either of two options. (Select either of them)*

- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.
- (b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

## **FORM OF BID AND SCHEDULES TO BID**

**FORM OF BID**  
**(LETTER OF OFFER)**

Bid Reference No \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of \_\_\_\_\_ and address \_\_\_\_\_  
\_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favour of Director Finance, NEDUET valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract

8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals)

( Seal)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

(Signature) \_\_\_\_\_

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

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

\_\_\_\_\_



## **SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Program of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact

## SCHEDULE – A TO BID

### SCHEDULE OF PRICES

S#		Page No.
1	Preamble to Schedule of Prices.....	24
	Schedule of Prices.....	26
	(a) Summary of Bid Prices	
	(b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

## SCHEDULE - A TO BID

### PREAMBLE TO SCHEDULE OF PRICES

#### 1 General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

#### 2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices

#### 3 Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d'Unites (SI Units).
- 
- 

#### 4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items

## **SCHEDULE - A TO BID**

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 a. The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- b. The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

### **5. Bid Prices**

#### **5.1 Break-up of Bid Prices**

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

#### **5.2 Total Bid Price**

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

### **6. Provisional Sums and Day work**

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer /Procuring Agency to utilize such sums.
- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

**SCHEDULE - A TO BID**

**SCHEDULE OF PRICES – SUMMARY OF BID PRICES**

<b>Bill No.</b>	<b>Description</b>	<b>Total Amount (Rs)</b>
	<b>(A) Building Work</b>	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
	<b>(B) Road Work.</b>	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
4.	Miscellaneous Items	
	<b>(C) Public Health Engineering Works.</b>	
1.	Earthwork	
2.	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
	Miscellaneous Items	

**SCHEDULE - A TO BID**

**SCHEDULE OF PRICES**

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
1.	<b>I. (Civil works)</b>			
2.				
3.				
1.	<b>II. Internal sanitary and water supply.</b>			
2.				
3.				
1.	<b>III. Electrification.</b>			
2.				
3.				
1.	<b>IV. External Development works.</b>			
2.				
3.				
1.	<b>V. Miscellaneous Items</b>			
2.				
3.				
	Total			

**SPECIFIC WORKS DATA**

## SCHEDULE – C TO BID

### WORKS TO BE PERFORMED BY SUBCONTRACTORS\*

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. ( <i>attach evidence</i> )
--	--	--



**PROPOSED PROGRAMME OF WORKS**

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

**METHOD OF PERFORMING WORKS**

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract

**SCHEDULE – F TO BID**

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC  
PAYABLE BY CONTRACTORS  
(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

\_\_\_\_\_ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

\_\_\_\_\_ accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty

\_\_\_\_\_ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, \_\_\_\_\_ agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

\_\_\_\_\_  
NED University of Engineering  
& Technology

## **CONDITIONS OF CONTRACT**

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# CONDITIONS OF CONTRACT

## 1. GENERAL PROVISIONS

### 1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

#### **The Contract**

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Procuring Agency’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

#### **Persons**

- 1.1.4 “Procuring Agency” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 “Party” means either the Procuring Agency or the Contractor.

#### **Dates, Times and Periods**

- 1.1.7 “Commencement Date” means the date fourteen (7) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

#### **Money and Payments**

- 1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but

does not include any allowance for profit.

### **Other Definitions**

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Procuring Agency’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

### **1.2 Interpretation**

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

### **1.3 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

## **1.4 Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

## **1.5 Communications**

All Communications related to the Contract shall be in English language.

## **1.6 Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

## **2. THE PROCURING AGENCY**

### **2.1 Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

### **2.2 Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

### **2.3 Engineer's/Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

### **2.4 Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

## **3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

### **3.1 Authorized Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.



### **3.2 Engineer's/Procuring Agency's Representative**

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

## **4. THE CONTRACTOR**

### **4.1 General Obligations**

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

### **4.2 Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

### **4.3 Subcontracting**

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

### **4.4 Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

## **5. DESIGN BY CONTRACTOR**

### **5.1 Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

## 5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

## 6. PROCURING AGENCY'S RISKS

### 6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

## **7. TIME FOR COMPLETION**

### **7.1 Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

### **7.2 Programme**

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

### **7.3 Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

### **7.4 Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as **liquidity damages** stated in the Contract Data for each day for which he fails to complete the Works.

## **8. TAKING-OVER**

### **8.1 Completion**

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

## **8.2 Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

## **9. REMEDYING DEFECTS**

### **9.1 Remediating Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remediating defects not attributable to the Contractor shall be valued as a Variation.

### **9.2 Uncovering and Testing**

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## **10. VARIATIONS AND CLAIMS**

### **10.1 Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

## 10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

## 10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

## 10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

## 10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

## 10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

## 11. CONTRACT PRICE AND PAYMENT

### 11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

### (b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

### 11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

### **11.3 Interim Payments**

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

### **11.4 Retention**

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

### **11.5 Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

### **11.6 Currency**

Payment shall be in the currency stated in the Contract Data.

## **12. DEFAULT**

### **12.1 Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

## **12.2 Defaults by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

## **12.3 Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

## **12.4 Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

## **13. RISKS AND RESPONSIBILITIES**

### **13.1 Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care



of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

## **13.2 Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

## **14. INSURANCE**

### **14.1 Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub- Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

### **14.2 Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

## **15. RESOLUTION OF DISPUTES**

### **15.1 Engineer's Decision**

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

### **15.2 Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

### **15.3 Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

## 16. INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

## CONTRACT DATA

### Sub-Clauses of Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any  
*(To be listed by the Procuring Agency)*

1.1.4 **The Procuring Agency** means

\_\_\_\_\_  
\_\_\_\_\_

1.1.5 **The Contractor** means

\_\_\_\_\_  
\_\_\_\_\_

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 **Time for Completion** \_\_\_\_\_ days  
*(The time for completion of the whole of the Works should be assessed by the Procuring Agency)*

1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**

\_\_\_\_\_  
\_\_\_\_\_

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications
- (i) \_\_\_\_\_
- (j) \_\_\_\_\_

**2. Provision of Site:** On the Commencement Date

3.1 **Authorized person:** \_\_\_\_\_

3.2 **Name and address of Engineer's/Procuring Agency's representative**

\_\_\_\_\_

4.4 **Performance Security:**

Amount \_\_\_\_\_

Validity \_\_\_\_\_

*(Form: As provided under Standard Forms of these Documents)*

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's \_\_\_\_\_

7.2 **Programme:**

**Time for submission:** Within fourteen (14) days\* of the Commencement Date.

**Form of programme:** \_\_\_\_\_ *(Bar Chart/CPM/PERT or other)*

7.4 Amount payable due to failure to complete shall be \_\_% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance  
(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

7.5 **Early Completion**

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 **Period for remedying defects**

\_\_\_\_\_  
\_\_\_\_\_

10.2 (e) **Variation procedures:**

Day work rates \_\_\_\_\_  
\_\_\_\_\_ (details)

11.1 **Terms of Payments**

a) **Mobilization Advance**

(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:

- (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;
- (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5<sup>th</sup> of the advance **inclusive of the interest** thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

2) **Secured Advance on Materials**

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
  - (i) The materials are in accordance with the Specifications for the Permanent Works;
  - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
  - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
  - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
  - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

- (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
  - (viii) Detailed account of advances must be kept in part II of running account bill; and
  - (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
  - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; —deduct quantity utilized in work measured since previous bill,|| equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
  - (ii) value of secured advance on the materials and valuation of variations (if any).
  - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
  - (iv) Retention money and other advances are to be recovered from the bill submitted by contractor.
- 11.2 \*(a) **Valuation of the Works:**
- i) Lump sum price \_\_\_\_\_ (details), or
  - ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or
  - iii) Lump sum price with bill of quantities \_\_\_\_\_ (details), or
  - iv) Re-measurement with estimated/bid quantities in the Schedule of

- Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and  
v) Cost reimbursable \_\_\_\_\_ (details)

11.3 **Percentage of retention\***: *Ten (10%)*

11.6 **Currency of payment**: Pak. Rupees

14.1 **Insurances**: *(Procuring Agency may decide, keeping in view the nature and the scope of the work)*

**Type of cover**

The Works

**Amount of cover**

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

**Type of cover**

Contractor's Equipment:

**Amount of cover**

Full replacement cost

**Type of cover**

Third Party-injury to persons and damage to property

\_\_\_\_\_  
*(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).*

Workers:

\_\_\_\_\_  
\_\_\_\_\_

**Other cover\***:

\_\_\_\_\_  
*(In each case name of insured is Contractor and Procuring Agency)*

14.2 **Amount to be recovered**

Premium plus \_\_\_\_\_ percent (\_\_\_\_%).

15.3 **Arbitration\*\***

Place of Arbitration: \_\_\_\_\_



## **STANDARD FORMS**

**FORM OF BID SECURITY**  
(Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

Name of Guarantor (Scheduled Bank in Pakistan) with  
address: \_\_\_\_\_

Name of Principal (Bidder) with  
address: \_\_\_\_\_  
\_\_\_\_\_

Sum of Security (express in words and  
figures): \_\_\_\_\_  
\_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called The —Procuring

Agency)) 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 severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for \_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or

- (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,  
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the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfillment of the said Contract or in the event of non withdrawal of the said Bid 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 Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above

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

IN WITNESS WHEREOF, the above bounded 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 authority of its governing body.

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

1. Signature. \_\_\_\_\_

2. Name. \_\_\_\_\_

3. Title: \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)**

Name of Guarantor (Scheduled Bank in Pakistan) with address: \_\_\_\_\_

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, 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 Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications 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 all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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 Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency 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 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 Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded 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.

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

1. Signature. \_\_\_\_\_

2. Name. \_\_\_\_\_

3. Title: \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement||) made on the

\_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the —Procuring Agency) of the one part and \_\_\_\_\_ (hereinafter called the Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

\_\_\_\_\_

(Seal)

\_\_\_\_\_

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_

(Name, Title and Address)

\_\_\_\_\_

(Name, Title and Address)

## MOBILIZATION ADVANCE GUARANTEE

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the \_\_\_\_\_ (hereinafter called the Procuring Agency) has entered into a Contract for

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Agency shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.



This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor

This Guarantee shall expire not later than \_\_\_\_\_  
by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

\_\_\_\_\_  
Guarantor (Scheduled Bank)

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

1. Signature; \_\_\_\_\_

2. Name: \_\_\_\_\_

3. Tital: \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)

## INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time ).

This INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_ 00-00-2017 BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said \_\_\_\_\_ agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-

(Here enter (the description of the works)

AND WHEREAS the contractor has applied to the \_\_\_\_\_ for an advance to him of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs. \_\_\_\_\_) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor

Fin R.Form.17.A

on \_\_\_\_\_ and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay follow :-

1. That the said sum of Rupees \_\_\_\_\_ (RF. \_\_\_\_\_) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose

2. That the materials detailed in the said Running Account Bill (B) which have been  
Fin R Form No. 17-A

Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

3. That the said materials detailed in the said Running Account Bill (B) and all other  
Fin. R. Form No. 17-A

Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer \_\_\_\_\_ (hereinafter called the Divisional Officer) and in the terms of the said agreement.

4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
5. 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf
6. That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated
7. That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable

by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

8. That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees \_\_\_\_\_ (Rs. .... ) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best :-

- a. Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand
  - b. Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
  - c. Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
9. That except as is expressly provided by the presents interest on the aid advance shall not be payable.
  10. That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer ..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in orce so far as they are applicable shall apply to any such reference.

In witnesses whereof the\* \_\_\_\_\_ on behalf of the Governor  
of Sindh and the said \_\_\_\_\_ have hereunto set their respective  
hands and seals the day and first above written

Signed, sealed and delivered by\*  
In the presence of

\_\_\_\_\_  
(Seal)

1st witness

\_\_\_\_\_

2<sup>nd</sup> Witness

\_\_\_\_\_

Signed, sealed and delivered by\*  
In the presence of

\_\_\_\_\_  
(Seal)

1st witness

\_\_\_\_\_

2<sup>nd</sup> Witness

\_\_\_\_\_



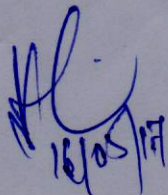
## **DRAWINGS**

## NED UNIVERSITY OF ENGINEERING &amp; TECHNOLOGY

(Directorate of Services)

SUBJECT: B.O.Q FOR ESTABLISHMENT OF VIRTUAL REALITY CENTER AT THE DEPARTMENT OF CIVIL ENGINEERING.

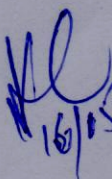
S. No.	PWD Schedule 2012 Ref. No.	DESCRIPTION OF ITEM	QTY.	RATE (RS.)	AMOUNT (RS.)
<b>A- Civil Works</b>					
01	Non Schedule	Providing and laying carpet tiles 20"x20"size(or in any approved size) in flooring of approved make brand and shade laid in adhesive solution. complete in all respect and as per directed by the engineering.	880 Sft.		
02	Non Schedule	Providing and laying carpet tiles skirting 4" high of approved shade laid in adhesive solution. Complete leveling etc. and as directed by the engineer.	125 Rft.		
03	Non Schedule	Providing and fixing false ceiling suspended in any height / condition and floor with mineral fiber sheet 24"x24"x1/2" size as per approved sample with high quality imported galvanizing and powder coating finish for longitudinal tee, cross tea and wall angles of CKMT-385, laid and hanged in line and level with rowel and bolt of 3/8" dia. With 10 SWG wire on ceiling and wall including leveling void for electric ceiling box light, complete in all respect as directed by the engineer.	880 Sft.		
04	Non Schedule	Providing & fixing best quality rolling window blind in approved color and design complete in accessories.	190 Sft.		
05	Non Schedule	Providing & applying 03 coats matt enamel ICI/Burger brand or equivalent on specified surface over a coat of primer filling with approved filler and Lapi, rubbing & preparation of surfaces etc. with scaffolding including removal of old paint from surface & as directed by the engineer.	1000 Sft.		
<b>Total Amount "A"</b>					
<b>B- Electrical Works</b>					
01	Non Schedule	Supply & wiring of power outlet International <b>01 no.</b> with MS back box, of <b>Clipsal</b> Australia / <b>MK</b> England / <b>Bosch</b> Germany make, with 2 x 2.5mm <sup>2</sup> +1x 1.5mm <sup>2</sup> single core cu, PVC insulated wire <b>Pakistan cable/ AGE/ Pioneer</b> make, drawn in (concealed) 3/4" PVC conduit of <b>Galco/ Dadex/ AGM</b> make. Recessed in column & wall, connect with DB, complete in all respect as per drawing as required & approved by the Engineer / Directorate of Services.	02 Nos.		
02	Non Schedule	Supply & wiring of power outlet International , <b>02 no.</b> with MS back box, of <b>Clipsal</b> Australia / <b>MK</b> England / <b>Bosch</b> Germany make, with 2 x 2.5mm <sup>2</sup> +1x 1.5mm <sup>2</sup> single core cu, PVC insulated wire <b>Pakistan cable/ AGE/ Pioneer</b> make, drawn in (concealed) 3/4" PVC conduit of <b>Galco/ Dadex/ AGM</b> make. Recessed in column & wall, connect with UPS & point to point, complete in all respect as per drawing as required & approved by the Engineer/ Directorate of Services	11 Nos.		

  
 16/05/17



## SCHEDULE OF PRICES – SUMMARY OF BID PRICES

03	Non Schedule	Supply & wiring of 3 pin power outlet point with 2 x 6mm <sup>2</sup> + 1x 2.5mm <sup>2</sup> single core cu, PVC insulated wire of <b>Pakistan cable/ AGE/ Pioneer</b> make, drawn in 3/4" PVC conduit of <b>Galco/ Dadex/ AGM</b> make, with one outlet of 15Amp, MS back box & 3 pin top, of <b>Clipsal</b> Australia E15/15/ <b>MK</b> England / <b>Bosch</b> Germany make, recessed in (concealed) wall & column complete in all respect as per drawing as required & approved by the Engineer / Directorate of Services .	05 Nos.		
04	Non Schedule	Supply & installation of <b>LED</b> light 8"dia in false ceiling of Original <b>Philips /Hitachi</b> Japan / <b>Osram</b> Germany make, connect with already available existing light point by required size of flexible wire 3 core 40/0076 Cu, PVC insulated cable of <b>Pakistan cable/ AGE/ Pioneer</b> make . Control with one single pole switch, MS back box of <b>Clipsal</b> Australia / <b>MK</b> England / <b>Bosch</b> Germany make. Complete in all respect as per drawing as required & approved by the Engineer / Directorate of Services .	24 Nos.		
05	Non Schedule	Providing and wiring of the light and fan circuit with 2x2.5mm <sup>2</sup> + 1x1.5mm <sup>2</sup> stranded single core Cu, PVC insulated cable of <b>Pakistan Cable/Pioneer/ AEG</b> make, recessed in 25mm dia PVC Pipe of <b>Galco/ Dadex/ Jeddah</b> make with all accessories. Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services	03Nos.		
06	Non Schedule	Supply & wiring of line distribution, connect to existing MDB of ground floor with 4x10mm + 1x6mm <sup>2</sup> single core cu, PVC insulated cable of <b>Pakistan cable/ AGE/ Pioneer</b> make, drawn in 1 1/2" PVC conduit of <b>Galco/ Dadex/ AGM</b> make, recessed on column and wall, complete in all respect as per drawing as required & approved by the Engineer / Services Department.	30 Mtr.		
07	Non Schedule	Providing & laying of PVC conduit for UTP cable etc, 1 1/2" & 3" of <b>Galco/ Dadex/ AGM</b> make, recessed in wall, over false ceiling & under floor with cutting and remaking the same. Complete in all respect as per drawing as required & approved by the Engineer / Directorate of Services	01 job.		
08	Non Schedule	Providing and wiring of data point with cat-6 cable of <b>3M, 3Com, Pony</b> make, recessed in 25mm dia PVC conduit of <b>Galco, Dadex, Prince</b> make, with all accessories, (canceled / under floor) also providing and fixing RJ-45 computer socket 1 gang shutte of <b>Clipsal</b> Australia / <b>MK</b> England / <b>Bosch</b> Germany) make, MS back box. Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services.	09 Nos		
09	Non Schedule	Supply & Wiring of light, false ceiling fan point with 3 x 1.5mm <sup>2</sup> single core PVC insulated wire of <b>Pakistan cable/ AGE/ Pioneer</b> make., control by one single pole switch with MS back box of <b>Clipsal</b> Australia / <b>MK</b> England / <b>Bosch</b> Germany make, drawn in 3/4" PVC conduit of <b>Galco/ Dadex/ AGM</b> make, recessed in (concealed) wall, column. Connect with nearest switch board. Complete in all respect as per drawing as required & approved by the Engineer / Directorate of Services .	06 Nos.		

  
 16/05/17

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

10	Non Schedule	Providing and fixing of false ceiling fan 2'x2' plastic body <b>Pak fan/ Millat/ Royal</b> make, with round cover & ceiling rose. Complete with all respect as required & approved by the Engineer / Directorate of Services	04 N0s		
11	Non Schedule	Supply, installation, testing & commissioning of wall mounting <b>Distribution Board</b> made of 18 SWG MS Sheet, complete with locking arrangement doors & front safety plate, internal wiring with Cu lugs, Cu bus bars (earth & Neutral Terminal) and painted with off-white powder coated paint, having enough space as shown in drawing. D.B will have all MCB, MCCB of <b>Terasaki Malaysia / Legrand France/ ABB Germany</b> make and comprising of. <b>Incoming:</b> 40A/15KA TP MCCB 01 No. Indicating Lamps 03 Nos. Ammeter, Voltmeter & CT with selector switch (Italy) 01 Set <b>Outgoing:</b> 30A/13KA TPN MCCB <b>04-pole</b> COS (Inter lock) 01 set 20 A SP MCB (5KA) 04 Nos. 15 A SP MCB (5KA) 05 Nos. 10 A SP MCB (5KA) 06 Nos. 06 A SP MCB (5KA) 03 Nos. Complete in all respect as per drawing and as required & approved by the Engineer / Directorate of Services.	01 Job		
<b>Total Amount "B"</b>					
<b>C- Air Condition Works</b>					
01	Non Schedule	Supply & Installation of Split type A/C unit having loading capacity 24000 BTU/HR, (02 Tons). Single phase, complete with heat exchanger, safety devices, compressor (Reciprocating / rotary) with high static pressure, wall / roof mounted. With all controls. <b>Sharp/ Thailand / Mitsubishi / General Brand</b> , fixing (by wooden screw) of 03 unit with 30ft copper tubing, insulation, internal wiring with 3 core flexible wire 110/.0076 of <b>Pakistan cable/ AGE/ Pioneer</b> make, angle bracket 2"x2" ( <b>heavy duty</b> ) including making cuts, holes in walls and floor etc. and making good the same as required, sealing the holes with sealant compound etc., complete with all respect as shown in drawing and as approved by the Consultant / Directorate of Services .	03 No.		
02	Non Schedule	Supply / Laying and connecting additional copper tubing of <b>US/ South Africa/ Japan</b> make, with insulation, taping & wiring of 03 units, complete with all respect as shown in drawing and as approved by the consultant / Directorate of Services .	30ft		
03	Non Schedule	Supply & fixing durra duct/PVC channel 60x60mm of <b>Adamjee/ Hitachi/ KSS</b> Taiwan make, on copper tubing of 03 units, complete with all respect as shown in drawing and as approved by the Consultant / Directorate of Services .	30ft		

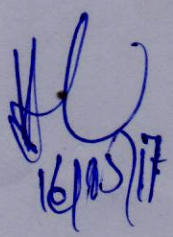
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**SCHEDULE OF PRICES – SUMMARY OF BID PRICES**

04	Non Schedule	Supply & laying concealed drain line UPVC pipe 3/4" of Pak Arab/ Dadex/ AGM make, of 03 units concealed in wall and floor, joint with solution of AGM /Dadex/ E-Z Weld make. complete with all respect, as shown in drawing and as approved by the consultant / Directorate of Services .	40ft		
<b>Total Amount "C"</b>					
<b>D- Wood Working</b>					
01	Non Schedule	Supply and fixing <b>Work Station for 5 Persons.</b> <b>Work Station for 2 Persons.</b> <b>Work Station for 1 Person and 3D Printer.</b> To be made with Laminated particle Board, with space for CPU, Pencil Drawer and Keyboard Tray for each person, Top to be composite to 1½" thickness, and with wire management hole covers. All exposed edges to be covered with ¾" thick wood lipping. Drawers and Keyboard Trays to be fitted with fully extensible glides. Drawers should also have Handle and Lock. Finished with natural lacquer Polish. Complete in all respect.	01 Job		
02	Non Schedule	Supply and fixing <b>White Matt Panelling.</b> 12'+12'x9'-6"high. Raw MDF.of ¾" thickness to be mounted on Peral wood (2"x1")frame, in L-shape (corner). Surface to be finished with white matt (non reflective) Paint, with all necessary ground preparation.	240 Sft.		
03	Non Schedule	Supply and fixing <b>Wall Storage Cabinet</b> 7'-0" x4'-3" x 1'-4" To be made with Laminated particle Board, All exposed edges to be covered with ¾" thick wood lipping. Doors to be fitted with Piano hinges (S.Steel), handle, lock and magnet catcher. Drawers to be fitted with fully extensible glides, Handles and Locks. . Finished with natural lacquer Polish. Complete in all respect.	01 No.		
04	Non Schedule	<b>Closing existing window</b> 6'-0" x4'-0" Peral wood (2"x1")frame, covered with ½thick MDF.	01 Job		
<b>Total Amount "D"</b>					

**SUMMARY OF COST**

Total amount of "A" = RS:  
 Total amount of "B" = RS:  
 Total amount of "C" = RS:  
 Total amount of "D" = RS:  
**GROSS AMOUNT** = RS:



*Signature of Contractor with Seal*

P-381C  
16

Virtual Reality Laboratory  
Department of Civil Engineering  
1650 University of Engineering & Technology Avenue

Proposed Architectural Modification  
in Existing Room M5

Drawing No. ARCM01

Revisions

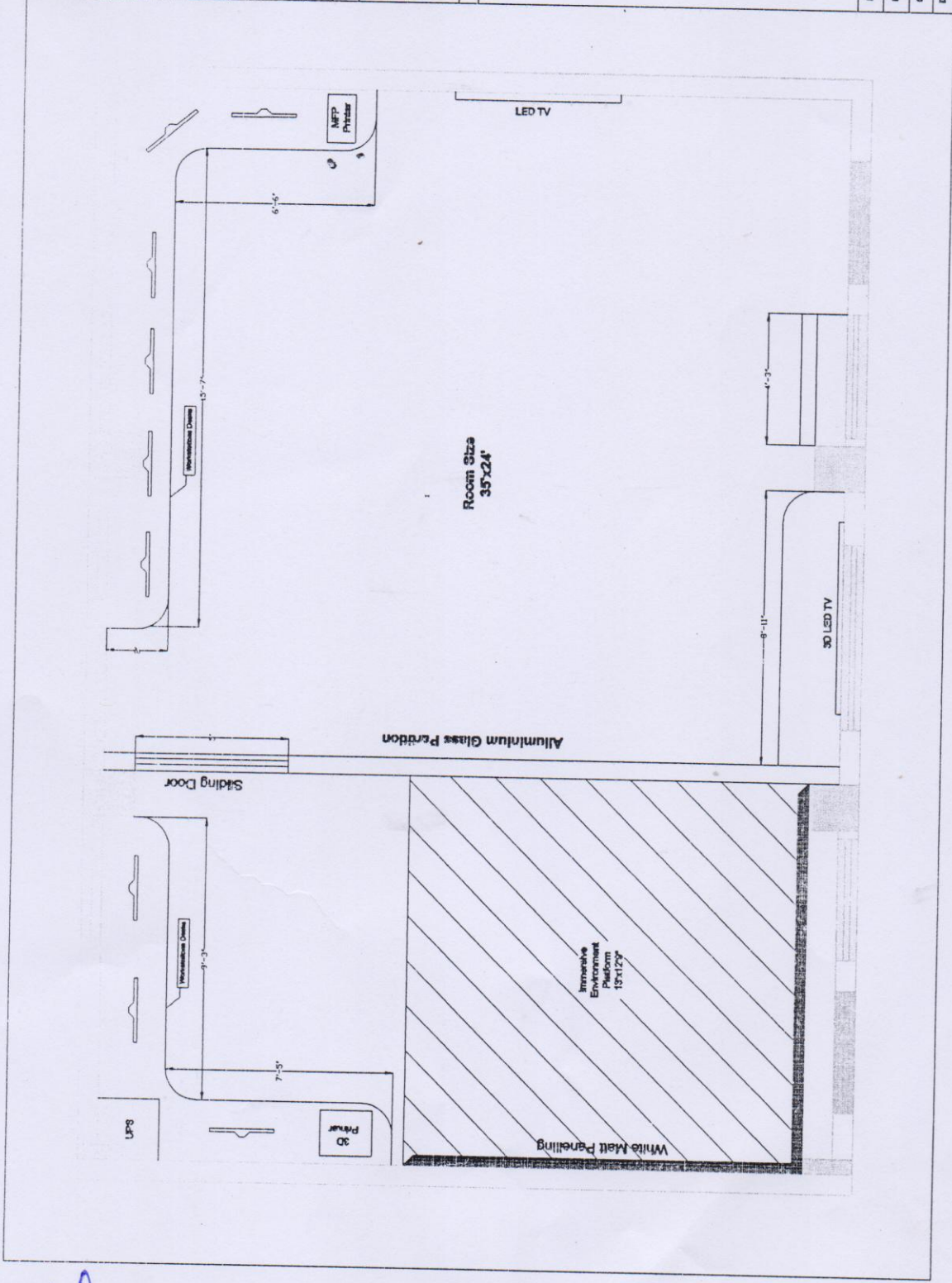
0001	Modified data spaces

Specifications

Floor Area	596.36 sq ft
Clear Height	10.0 ft
Immersive Environment Area	171.09 sq ft
Immersive Environment Height	48.79 ft
Desk Space for Computers	35.00 sq ft
Non-Equipped Desk Space	1030.00 sq ft
UPS Area	28.30 sq ft
UPS Connecting Area	

NOTES

Date	22/02/2017
Drawn By	SA
Checked By	FA
Designed By	AUS



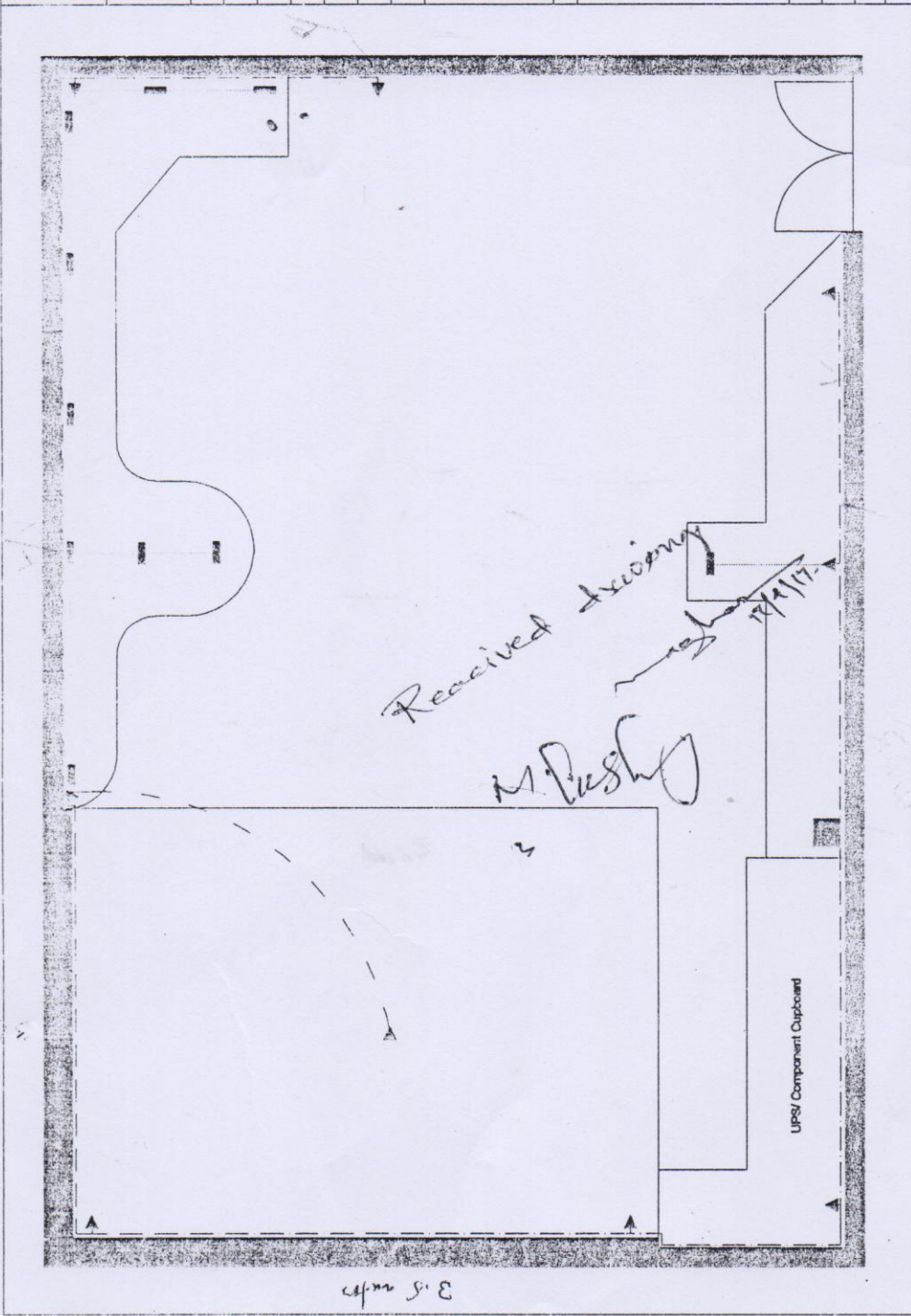
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16

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<b>Virtual Reality Laboratory</b> Department of Civil Engineering 180 University of Engineering & Technology Campus	
Proposed Electrical System In Existing Room No.	
Drawing No. A/E/C-041	
Partitions	
0001	Modified Data Spans
Specifications	
Floor Area Clear Height Immersive Environment Area Immersive Environment Height Desk Space for Computers Non Equiped Desk Space Wall Area UPS Cabinet Area	896.38 sq ft 10 ft 171.53 sq ft 43.73 ft 36.00 sq ft 1000 sq ft 29.00 sq ft
NOTES Concealed Conduits in Vents Cable Channels Under the Sockets Power Plugs (Double in BCO) Multi Sockets (Double in BCO) Overhead Conduits Main Distribution Board	
Date	22/9/2017
Drawn By	SA
Checked By	FA
Designed By	AJS



3 meters

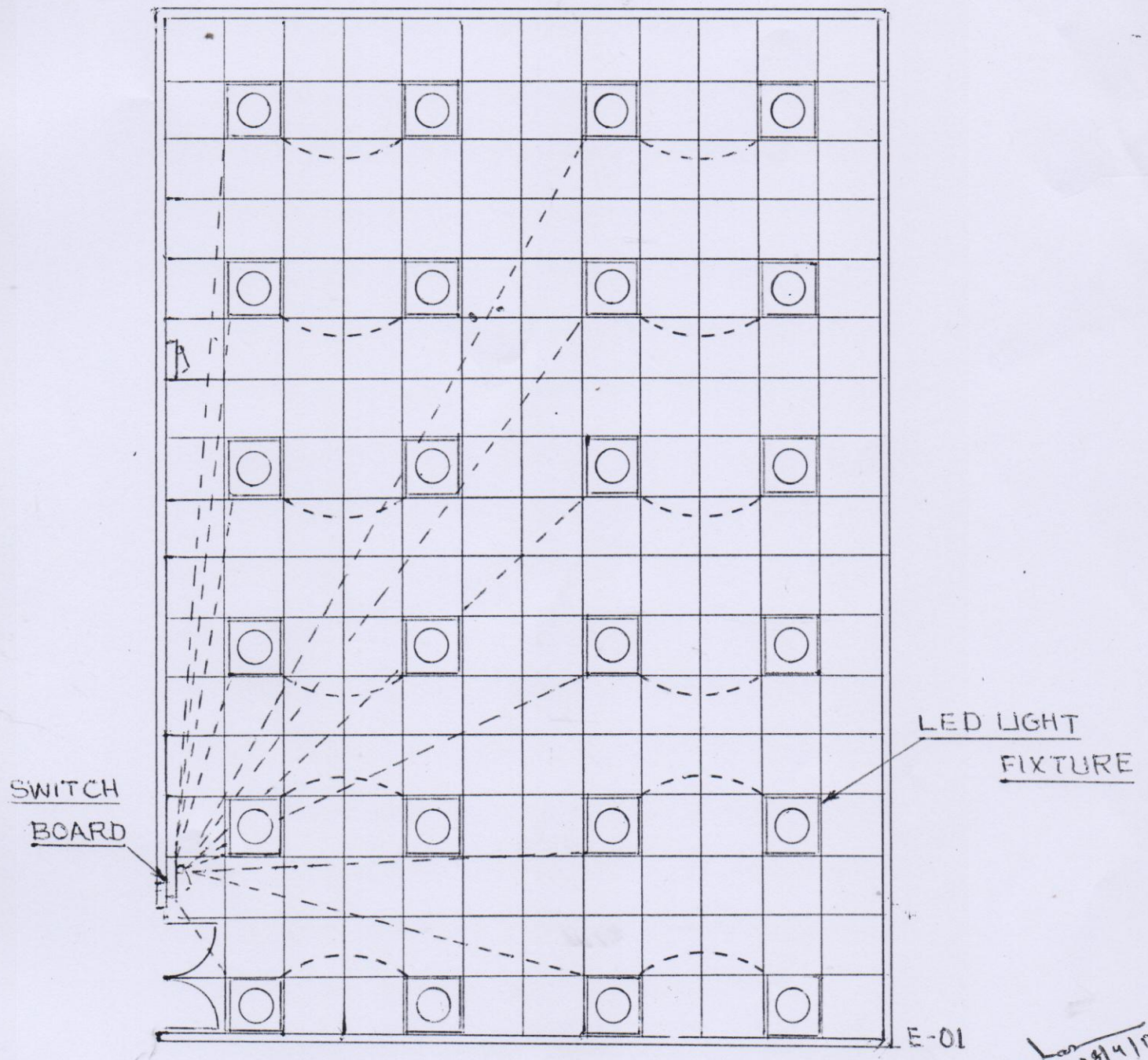
15

16/10/17

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RENOVATION WORKS OF VIRTUAL REALITY CENTER FOR DEPARTMENT OF CIVIL ENGINEERING NED UNIVERSITY.

ELECTRICAL WORK



LAYOUT DRAWIN OF FALSE CEILING LIGHT FIXTURE

*[Signature]*  
28/4/17  
SE(E)I

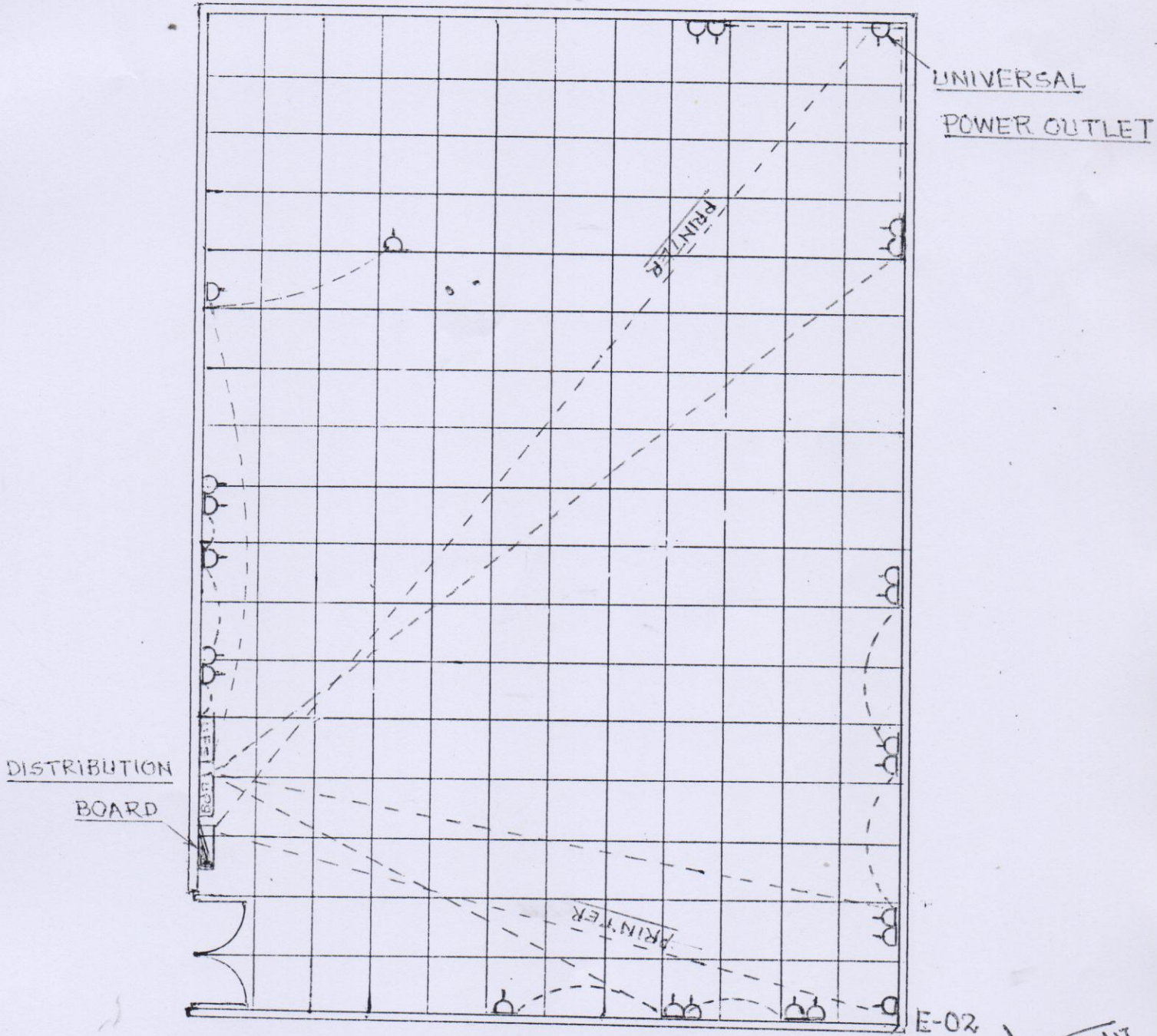
M. Kashif  
28/4/17  
SE(E)

A  
*[Signature]*  
16/05/17

*[Signature]*

RENOVATION WORKS OF VIRTUAL REALITY CENTER FOR  
DEPARTMENT OF CIVIL ENGINEERING NED UNIVERSITY,

ELECTRICAL WORK



E-02  
23/4/17  
SE(E)

LAYOUT DRAWING OF UNIVERSAL POWER OUTLET

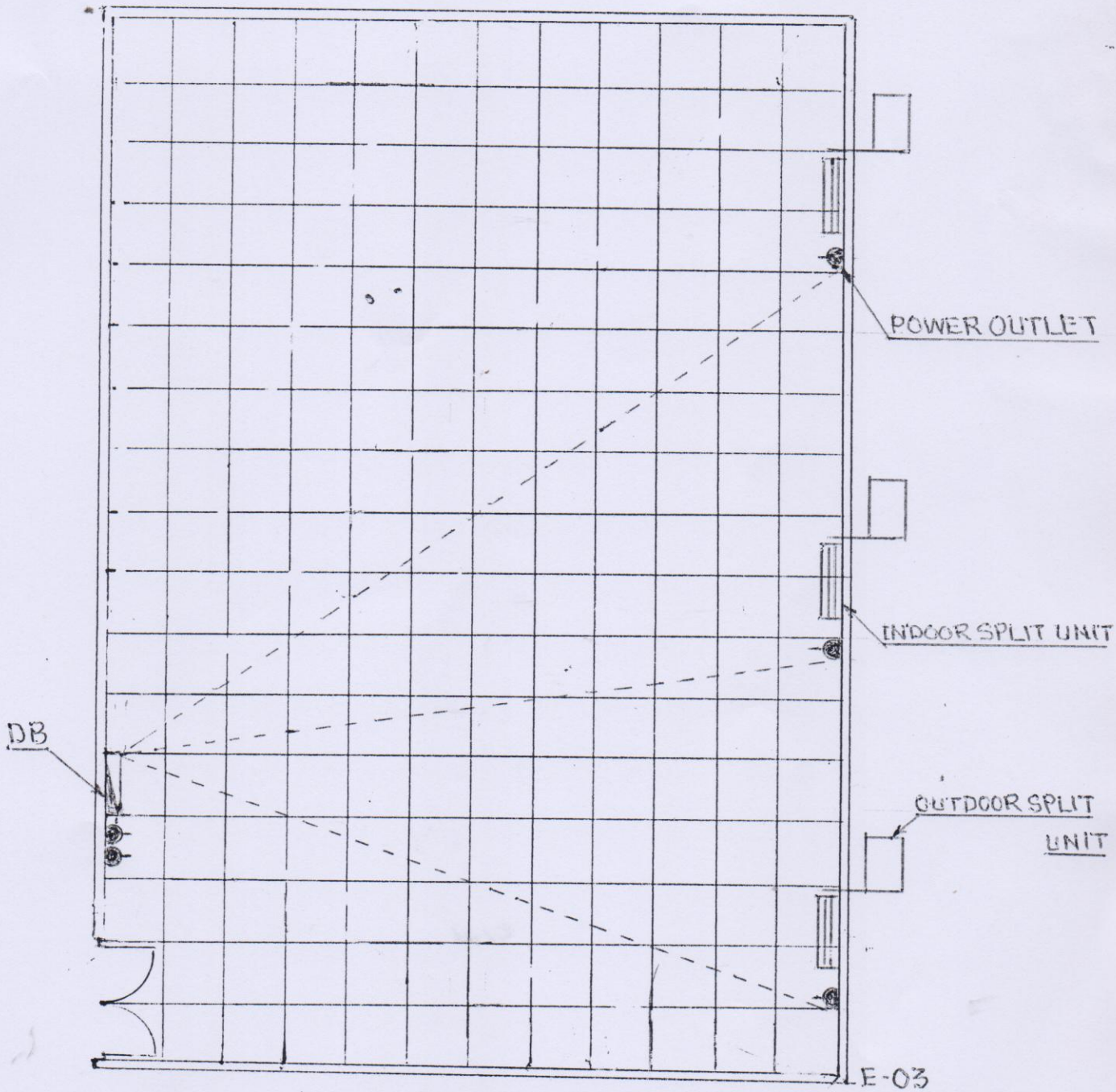
M. B. Singh  
28/4/17  
AR.SIE.

Handwritten signature and date: 16/05/17

Handwritten initials

RENOVATION WORKS OF VIRTUAL REALITY CENTER FOR DEPARTMENT OF CIVIL ENGINEERING NED UNIVERSITY,

ELECTRICAL WORK



LAYOUT DRAWING OF POWER OUTLET AND AC.

*[Signature]*  
23/4/17  
SE(E)T

M. Hashim  
23/4/17  
ME(E)

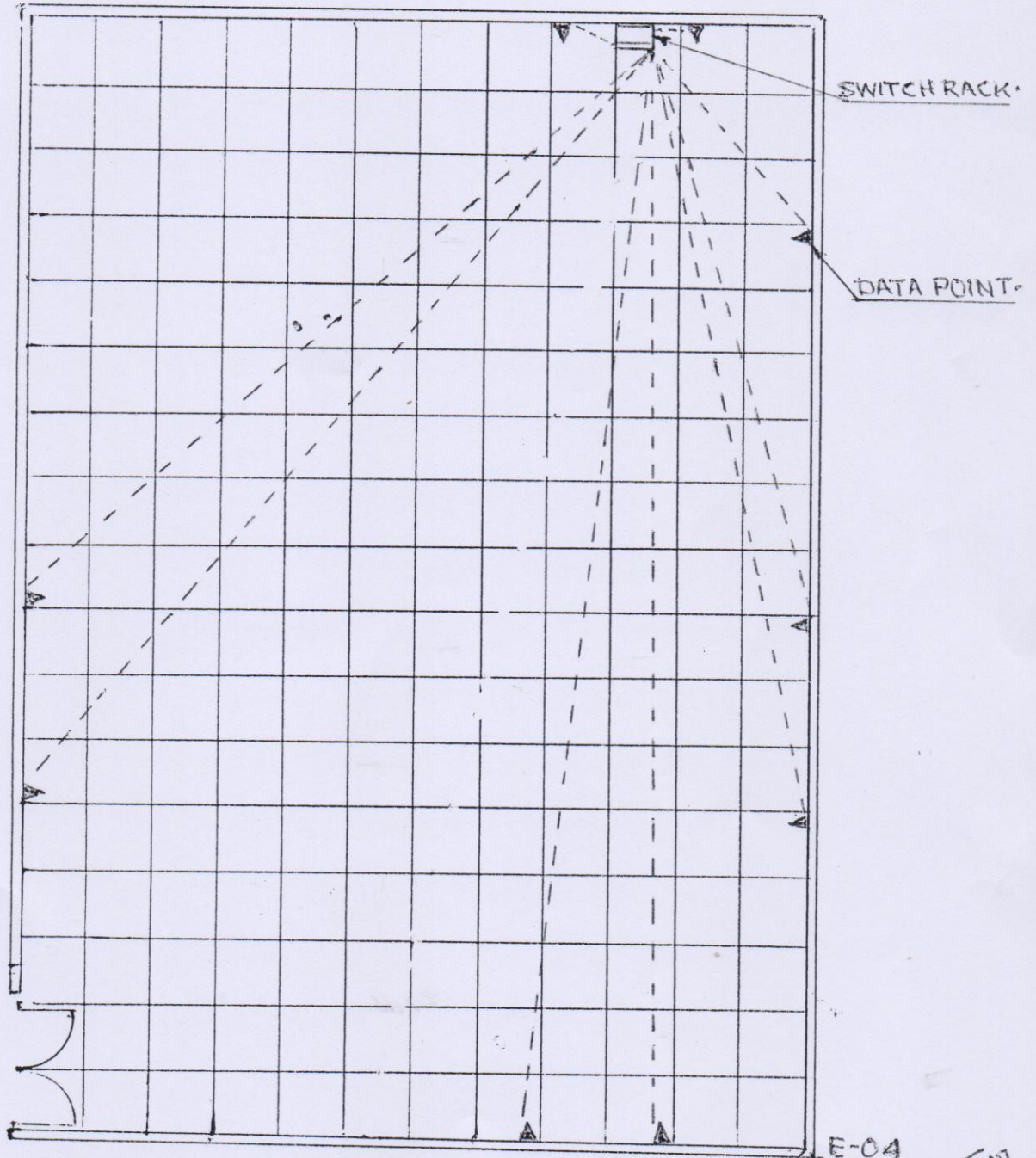
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10/05/17

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RENOVATION WORKS OF VIRTUAL REALITY CENTER FOR  
DEPARTMENT OF CIVIL ENGINEERING NED UNIVERSITY.

ELECTRICAL WORK



M. Asghar  
23/11/17  
ME/E

E-04  
23/11/17  
SE(E)T

LAYOUT DRAWING OF DATA POINT AND SWITCH RACK.

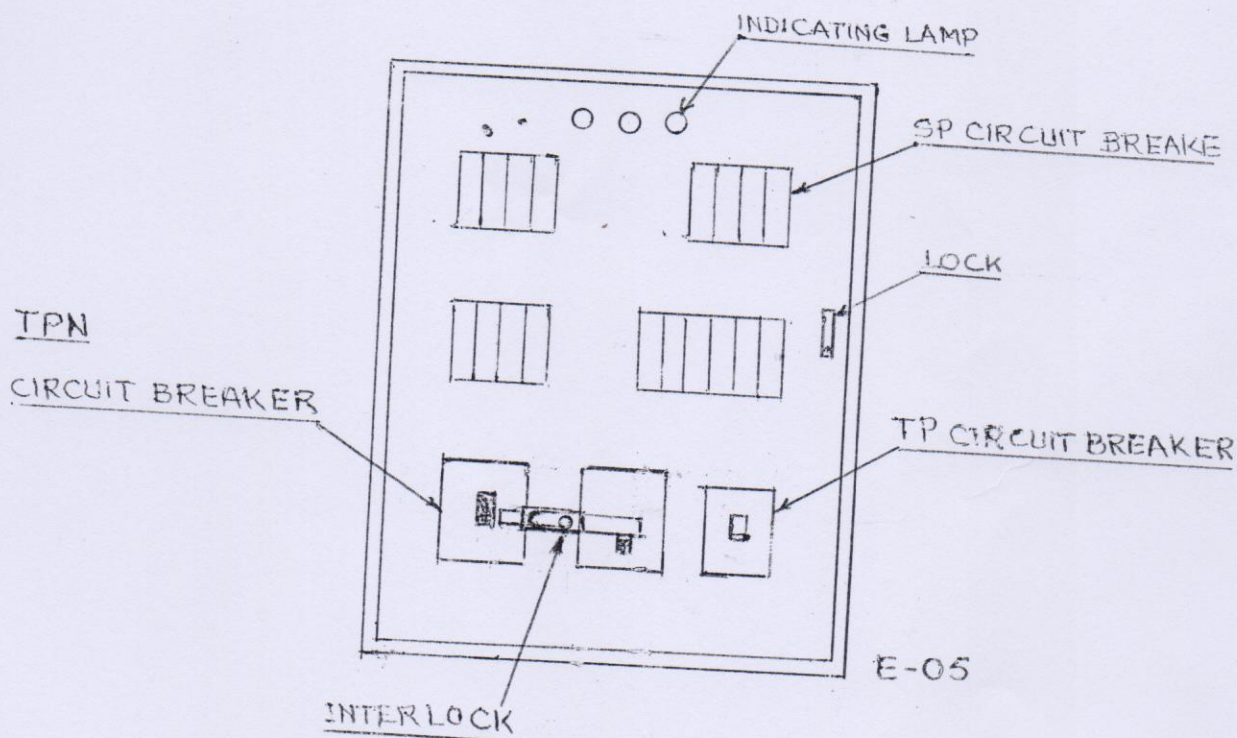
A

M. Asghar  
16/05/17

M. Asghar

RENOVATION WORKS OF VIRTUAL REALITY CENTER FOR  
DEPARTMENT OF CIVIL ENGINEERING NED UNIVERSITY.

ELECTRICAL WORK



M. Kashif  
24/4/17  
MSE/E

W. J. Khan  
23/4/17  
SE(E)/E

SHOP DRAWING OF DISTRIBUTION BOARD

d

Handwritten signature and date: 16/05/17

Handwritten mark or signature

ISSUED ON: \_\_\_\_\_

ISSUED TO: \_\_\_\_\_

**Department of Procurement Cell**  
**NED UNIVERSITY OF ENGINEERING & TECHNOLOGY,**  
**KARACHI**



**“Procurement of Desktop Computers,  
Laptops & Printer for Virtual Reality Centre  
at Civil Engineering Department”**

**TENDER NO. PC/NED/CE/Computer/6475/17**

## LIST OF CONTENTS

<b>PART</b>	<b>DESCRIPTION</b>
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Part-II	INSTRUCTIONS TO BIDDERS
Part-III	GENERAL CONDITIONS OF CONTRACT
Part-IV	BID DATA SHEET
Part-V	SPECIAL CONDITIONS OF CONTRACT
Part-VI	SCHEDULE OF REQUIREMENT
Part-VII	SAMPLE FORMS
Part-VIII	SPECIFICATIONS AND QUANTITIES

## **PART-II**

### **INSTRUCTION TO BIDDERS**

- i Source of Funds** UDWP budget of NED University of Engineering & Technology. The eligible payment under the contract is to be made from this approved project.
- ii Eligible Bidders**
- ii.a This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.
- ii.b Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- ii.c Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- ii.d Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization.
- iii Eligible Goods and Services**
- iii.a The origin of all the goods & related services to be supplied under the Contract should be mentioned.
- iii.b Origin means the place where the goods are mint, grown or produce or the place from which the related services are supplied.
- iii.c The Origin of goods and services is distinct from the nationality of bidders.
- iv Cost of Bidding**
- iv.a The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. THE BIDDING DOCUMENTS**

- v Content of Bidding Documents**
- v.a The bidding documents include:
- (a) Instructions to Bidders (ITB)
  - (b) Bid Data Sheet
  - (c) General Conditions of Contract (GCC)
  - (d) Special Conditions of Contract (SCC)
  - (e) Schedule of Requirements
  - (f) Technical Specifications
  - (g) Bid Form and Price Schedules
  - (h) Bid Security Form
  - (i) Contract Form
  - (j) Performance Security Form
  - (k) Manufacturer's Authorization Form
- v.b The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- vi Clarification of Bidding Documents**
- vi.a A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
- vii Amendment of Bidding Documents**
- vii.a At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- vii.b All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- vii.c In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

## C. PREPARATION OF BIDS

- 1. Scope**
  - 1.1 The NED University of Engg. & Tech., Karachi intends the **“Procurement of Desktop Computers, Laptops & Printer for Department of Civil Engineering”** through National Competitive Bidding Single Stage one Envelope Procedure as per SPPRA Rules-2010 (Amended 2013).
- 2. Language of Bid**
  - 2.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the English language.
- 3. Documents Comprising the Bid**
  - 3.1 The bid prepared by the Bidder shall comprise the following components:
    - a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6.
    - b) Bid security furnished in accordance with ITB Clause-9.
- 4. Bid Prices**
  - 4.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
  - 4.2 The prices shall be quoted on delivery to consignee’s end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the schedule of Requirements. No separate payment shall be made of the incidental services.
  - 4.3 Prices quoted by the by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.
  - 4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 5. Bid Form**
  - 5.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 6. Bid Currencies**
  - 6.1 Prices Shall be quoted in Pak Rupees.
- 7. Bidder’s Eligibility**
  - 7.1 As defined in Bid Data Sheet.

- 8. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**
- 8.1 The documents evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and Data, and shall consist of:
- (a) A detailed description of the essential technical and performance characteristics of the goods;
  - (b) The Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specification are intended to be descriptive only and not restrictive: till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names, and /or catalogue numbers in its bid, provided that demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the in the Technical Specifications.
- 9. Bid Security**
- 9.1 The bid security is required (in the amount specified in the bid data sheet) to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in the currency of the bid:
- a) At the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank;
  - b) Be submitted in its original form: copies will not be accepted;
  - c) Remain valid for a period of at least 14 days beyond the original validity period of bids, or at least 14 days beyond any extended period of bid validity.
- 9.2 Bid security shall released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 9.3 The successful Bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.
- 9.4 The bid security may be forfeited:
- a) If a Bidder withdraws its bid during the period of bid validity or
  - b) In the case of a successful Bidder, if the bidder fails:
    - (i) To sign the contract in accordance or
    - (ii) To furnish performance security
- 10. Period of Validity of Bids**
- 10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non responsive.



10.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitable extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required not be required nor permitted to modify its bid.

**11. Format and Signing of Bid**

11.1 The Bidder shall prepare an original one copy of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" COPY OF BID" as appropriate. In the event of any discrepancy between them, the original shall govern.

11.2 The original and the copy of the bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

**D. SUBMISSION OF BIDS**

**12. Sealing and Marking of Bids**

12.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "ONE COPY". The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Procuring agency at the address given in the BDS, and carry statement **"DO NOT OPEN BEFORE at A.M"**

12.2 If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid's misplacement or premature opening.

**13. Deadline for Submission of Bids**

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

13.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline.

**14. Late Bids**

14.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribes by the Procuring agency shall be rejected and returned unopened to the Bidder.

**15. Modification and Withdrawal of Bids**

15.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.

- 15.2 No bid may be modified after the deadline for submission of bids.
- 15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

## **E. OPENING AND EVALUATION OF BIDS**

- 16. Opening of Bids by the Procuring agency**
- 16.1 The Procuring agency shall open all bids in the presence of bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.
- 16.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presences or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.
- 17. Clarification of Bids**
- 17.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 18. Preliminary Examination**
- 18.1 The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 18.3 Prior to the detailed evaluation, the Procuring agency will determine the substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 18.4 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

- 19. Evaluation and Comparison of Bids**
- 19.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 19.2 The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
- 20. Contacting the procuring agency**
- 20.1 No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.
- 20.2 Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

### **AWARD OF CONTRACT**

- 21. Post – Qualification**
- 21.1 In the absence of prequalification, the procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluation responsive bid is qualified to perform the contract satisfactorily.
- 21.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Claus-7 as well as such other information as the Procuring agency deems necessary and appropriate.
- 21.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to perform satisfactorily.
- 22. Award Criteria**
- 22.1 The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 22 a Procuring Agency's right to vary quantities at the time of award**
- The Procuring Agency reserves the right to increase/decrease the quantity of the required items and /or purchase part items already tendered either in full or in part. The Procuring Agency reserves the right to accept or reject any or all of the Tenders; divide business amongst more than one bidder.

- 23. Procuring agency's Right to Accept any Bid and to Reject any or All Bids**
- 23.1 Subject to relevant provisions of SPP Rules 2010 (Amended 2013), the Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award.
- 23.2 Pursuant to Rule 45 of SPP Rules 2010 (Amended 2013), Procuring agency shall hoist the evaluation report on Authority's web site, and intimate to all the bidders seven days prior to notify the award of contract.
- 24. Notification of Award**
- 24.1 Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.
- 24.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.
- 25. Signing of Contract**
- 25.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 25.2 Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
- 26. Performance Security**
- 26.1 Within seven (07) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 25 or ITB Clause 26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
- 27. Corrupt or Fraudulent Practices**
- 27.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:

(a) **“Corrupt and Fraudulent Practices”** means either one or any combination of the practices given below;

(i) **“Coercive Practice”** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) **“Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) **“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

b) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

**PART-III**  
**GENERAL CONDITIONS OF CONTRACT**

**1. Definitions**

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

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

**2. Standards**

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

**3. Patent Rights**

The Supplier shall indemnify the Procuring agency against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.

- 4. Performance Security**
- 4.1 Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 4.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.3 The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;
- 4.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 5 Inspections and Tests**
- 5.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 5.2 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 5.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.
- 5.5 Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 6. Packing**
- The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.
- 7. Delivery and Documents**
- Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping/ transportation and/or other documents to be furnished by the Supplier are specified in SCC.

- 8. Insurance** No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user.
- 9. Transportation** The Supplier is required under the Contact to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.
- 10. Incidental Services**
- 10.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- 11. Spare Parts**
- 11.1 The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) Such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
  - (b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.
- 12. Warranty**
- 12.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.



12.2 This warranty / maintenance period shall remain valid for six (06) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract

12.3 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

### **13. Payment**

13.1 The firm should submit stamp duty as per Government Rule before execution of work.

13.2 Within 30 days after the issuance of inspection certificate and consignee's receipt certificate as mentioned in SSC clause 6.

13.3 If the supply is not according to the specifications or unsatisfactory, the Contract will be rejected and cancelled at the risk and cost of Firm

13.4 If the firm fails to execute the contract/supply order as per condition, action will be taken against them which may be their black listing and Earnest Money. / Security Deposit will be forfeited.

13.5 In case of late delivery @ 0.1% per day will be charged on bid amount deducted from the bill, but not more than 10% of contract value.

13.6 The currency of payment is Pak. Rupees.

### **14. Prices**

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid,

### **15. Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### **16. Delays in the Supplier's Performance**

16.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

16.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions obstructing timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

16.3 Except as provided under GCC Clause 19 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 17 unless an extension of time is agreed upon pursuant to GCC Clause 16.2 without the application of liquidated damages.

**17. Liquidated Damages**

Subject to GCC Clause 19, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 18.

**18. Termination for Default**

18.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 16; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

18.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 18.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**19. Force Majeure**

19.1 Notwithstanding the provisions of GCC Clauses 16, 17 and 18, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

19.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 19.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 20. Termination for Insolvency** 20.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the procuring agency.
- 21. Termination for Convenience** 21.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 21.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and / or
  - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers
- 22. Resolution of Disputes** Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942.
- 23. Governing Language** The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 24. Applicable Law** The Contract shall be interpreted in accordance with the SPP Rules 2010 (amended 2013).
- 25. Taxes and Duties** Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.
- 26. Overriding effect of Sindh Public Procurement Rules 2010 (Amended 2013)** In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended 2013) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents

## PART-IV

### BID DATA SHEET

The following specific data for “**Procurement of Desktop Computers, Laptops & Printer for Department of Civil Engineering**” to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>	
<b>ITB 1</b>	<b>Name of Procuring Agency:</b> Office of The Assistant Director Procurement – II, NED University, Karachi. Tel # 99261261-68, (Ext: 2291), Fax: 99261255
	<b>Name of Contract.</b> “ <b>Procurement of Desktop Computers, Laptops &amp; Printer for Department of Civil Engineering</b> ”
<b>Bid Price and Currency</b>	
<b>ITB 4</b>	FOR Prices quoted by the Bidder shall be “ <i>fixed</i> ” and in” <i>Pak Rupees</i> ”
<b>Preparation and Submission of Bids</b>	
<b>ITB 7</b>	<i>Selection Criteria / Responsiveness criteria:</i> <ol style="list-style-type: none"><li>1. Bidder should be a Pakistani entity.</li><li>2. Having local presence in Karachi.</li><li>3. Firm comply with specifications mentioned in bidding documents.</li><li>4. Bid should be accompanied with client list.</li><li>5. Bidder should strictly compliant with technical specification; no optional item will be accepted.</li><li>6. The bidder must have at least 3 years of experience in the relevant field.</li><li>7. Income Tax Certificate (NTN) – Active Tax Payer</li><li>8. GST Registration Certificate.</li><li>9. Valid Professional Tax Certificate.</li><li>10. Details of turn-over (including in terms of rupees) of at least last three years</li></ol>
<b>ITB 9</b>	<b>Amount of bid security.</b> 2.5% of Bid Value
<b>ITB 10</b>	<b>Bid validity period.</b> 90 days
<b>ITB 11</b>	<b>Number of copies.</b> One original - - -
<b>ITB 13</b>	<b>Deadline for bid submission.</b> __.__.____ at _____ AM
<b>ITB 19.1</b>	<b>Bid Evaluation:</b> Lowest evaluated responsive bid

## **PART-V**

### **SPECIAL CONDITIONS OF CONTRACT**

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

#### **1. Definitions (GCC Clause 1)**

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

#### **2. Performance Security (GCC Clause 4)**

GCC 4—The amount of performance security, as a percentage of the Contract Price, shall be: 10%.

#### **3. Inspections and Tests (GCC Clause 5)**

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

#### **4. Delivery and Documents (GCC Clause 7)**

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

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

#### **5. Warranty (GCC Clause 12)**

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

#### **6. Payment (GCC Clause 13)**

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

**7. Liquidated Damages (GCC Clause 17)**

If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.1 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

**8. Resolution of Disputes (GCC Clause 22)**

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the (SPPR 2010) Amended 2013

**9. Applicable Law (GCC Clause 24)**

GCC 24 Contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh.

## **Part-VI**

### **SCHEDULE OF REQUIREMENTS**

The delivery schedule hereafter expressed the date of delivery required.

<b>Sr. No</b>	<b>Items</b>	<b>Quantity</b>	<b>Time of Delivery from date of Award</b>	<b>Location of Supply</b>
1.	Desktop Computers	04	Delivery within 30 Days.	Civil Engineering Department, NEDUET
2.	Laptop Computers	03		
3.	Printer	01		

**Note:** **Specifications of above items are attached**

**PART-VII**

**SAMPLE FORMS**

**Form-I**

**Letter of Acceptance**

Date: \_\_\_\_\_

To:

\_\_\_\_\_  
NED University of Engineering & Technology,  
Karachi,

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five (5) percent of the Contract Price/Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 15 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



**PRICE SCHEDULE IN PAK. RUPEES**

Name of Bidder \_\_\_\_\_ . IFB Number \_\_\_\_\_. Page . of \_\_\_\_

1	2	3	4	5		6	7
Item	Description	Country of origin	Quantity	Unit price		Total	Remarks (if any)
				Words	Figure		

Total Bid amount in words: \_\_\_\_\_

Total Bid amount in figure: \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

*Note:*

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



**CONTRACT FORM**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

**PERFORMANCE SECURITY FORM**

To:

\_\_\_\_\_  
**NED University of Engineering & Technology,  
Karachi.**

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 2017\_\_\_\_\_ to supply *[description of goods and services]* (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

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

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

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

**MANUFACTURER'S AUTHORIZATION FORM**

To:

\_\_\_\_\_  
**NED University of Engineering & Technology,  
Karachi.**

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

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

We hereby extend our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

\_\_\_\_\_  
*[signature for and on behalf of Manufacturer]*

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

**PART-VIII**

**NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY  
CIVIL ENGINEERING DEPARTMENT  
SPECIFICATIONS AND QUANTITIES**

**Tender No. PC/NED/CE/Computer/6475**

Item Code No.	Description of Items / Specifications	Unit	Total Quantity Required	Price in Pak. Rupees	
				Unit Price	Total Amount
01.	<p><b>Desktop Computers</b> HP Elite Desk 800 G2 Tower PC Intel Core i7-6700 Processor (8M Cache, 4.00 GHz) 16GB DDR4-2133 SDRAM (2 x 8 GB) DOS. 1TB SATA Hard Drive Intel V Pro Technology Slim SATA Super Multi DVD-RW Keyboard &amp; Mouse. HP LED Monitor 24 inch. Complete in all respects with all essential accessories as per engineer's approval.</p> <p><b>Or Equivalent</b></p>	Nos.	04		
02	<p><b>Laptop Computers</b>  Lenovo Yoga 910 Ultrabook 7th Generation Intel Core i7-7500U Processor (2.70GHz 4MB) Windows 10 Pro Intel HD Graphics 620 720p with dual array microphone 16GB DDR4 2133 MHz (Onboard) 512 GB PCIe SSD 2 x JBL stereo speakers with Dolby Audio Premium 9 hours with local video playback 13.9" UHD IPS Multi-touch (3840 x 2160) with integrated camera Aluminum Finish Dimension (inches): 12.72 x 8.84 x 0.56 Finger print reader Backlight keyboard Yoga watchband hinge Unibody metal design 3-sided narrow display bezel Fingerprint security WiFi 802.11 ac (2x2) Bluetooth 4.1 USB 3.0 Type-C with video-out USB 2.0 Type-C with charging USB 3.0 with always-on charging Audio combo jack Complete in all respects with all essential accessories as per engineer's approval.</p> <p><b>Or Equivalent</b></p>	Nos.	03		

03	<p><b>Printer</b>  HP LaserJet Pro MFP M227fdw (G3Q75A)  Print two-sided documents, plus scan, copy, fax  6.9 cm colour touchscreen  Duty cycle (monthly, A4): Up to 30,000 pages  Processor speed 800 MHz  HP ePrint capability  Built-in Wireless Wi-Fi 802.11b/g/n  Network ready: Standard (built-in Ethernet, Wi-Fi 802.11b/g/n)  Printing and Copy speed (normal) Black: Up to 28 ppm/cpm  Duplex printing: Paper (laser, plain, photo, rough, vellum), envelopes, labels, cardstock, postcards  Scanner type: ADF (minimum 35 sheets), Flatbed  Digital sending standard features  Scan to email; Scan to network folder  Scan input modes  Front control panel, scanning via HP LaserJet Software Scan or TWAIN-compliant or WIA-compliant software  Copy resolution (black text): 600 x 600 dpi  Print technology: Laser  Print quality black (best) Up to 1200 x 1200 dpi  Connectivity, standard  1 Hi-Speed USB 2.0  1 Hi-Speed USB 2.0 (host)  1 Ethernet 10/100Base-TX  1 phone line (in/out)  Wireless  NFC  Network ready  Standard (built-in Ethernet, Wi-Fi 802.11b/g/n)  Memory, standard 256 MB  Paper handling input, standard  250-sheet input tray  10-sheet priority tray  Paper handling output, standard  150-sheet output tray  Maximum output capacity (sheets)  Up to 150 sheets  Duplex printing  Automatic (standard)  Media sizes supported  A4  A5  A6  B5 (JIS)  Media sizes, custom  76 x 127 to 216 x 356 mm  Media types  Paper (laser, plain, photo, rough, vellum), envelopes, labels, cardstock, postcards  Media weight, supported  60 to 163 g/m  Media weights, supported ADF  70 to 90 g/m  HP Black LaserJet Toner Cartridge (1,600 pages)  HP LaserJet Imaging Drum (23,000 pages)  Power cord, Getting started guide, Set up poster  Support flyer  Printer documentation and software on CD-ROM  USB cable  Phone cord  USB PC to Printer</p>	No.	01		
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	Additional Cartridge: HP 30X Original Black Laser Jet Toner Cartridge CF 230X (3,500 pages) Complete in all respects with all essential accessories as per engineer's approval.  <b>Or Equivalent</b>				
	<b>TOTAL</b>				
	<b>ADD:GST</b>				
	<b>TOTAL AMOUNT WITH GST</b>				

\_\_\_\_\_  
Signature & Stamp of Tenderer