



**NED UNIVERSITY OF ENGINEERING & TECHNOLOGY
PROCUREMENT CELL**

Tel # 99261261- 68, (Ext. 2291) Fax # 99261255, E-mail: ddff@neduet.edu.pk

"Say NO to Corruption"

Director Procurement

No. PC/NED/CE-111143/ 434

Dated: 23/8/2017

Notice Inviting Tender

Sealed bids are invited from reputable and well experienced firms/companies having relevant Category (if applicable) registered with Pakistan Engineering Council, Income Tax, GST and Sindh Revenue Board (where applicable) to carry out following works:

S#	Name of Work	Tender Schedule – Date and Time				Time of Completion	Tender Fee
		Issue / Sale		Submission	Opening		
		From	To				
1.	Procurement of Computers & Printer for Civil Engineering. Tender No.PC / NED / CE / Computer/6488/17	28-08-2017 08:30 AM to 4:00 PM	12-09-2017 08:30 AM to 4:00 PM	13-09-2017 10:00 A.M	13-09-2017 10:30 A.M	One Month	1,000/-
2.	Procurement – Renovation and Conversion of Existing Project Library into Departmental Outcome based Education Cell at Civil Engineering Tender No. PC/NED/CE Education Cell/6496/17	28-08-2017 08:30 AM to 4:00 PM	12-09-2017 08:30 AM to 4:00 PM	13-09-2017 10:30 A.M	13-09-2017 11:00 A.M	Two Month	1,000/-
3.	Procurement of Air Conditioners, AC Ducting & AC Drain for Civil Engineering Tender No: PC/NED/CE AC/6493/17	28-08-2017 08:30 AM to 4:00 PM	12-09-2017 08:30 AM to 4:00 PM	13-09-2017 11:00 A.M	13-09-2017 11:30 A.M	One Month	1,000/-
4.	Procurement of Presentation System for Civil Engineering Tender No. PC/NED/CE/ Presentation System/6487/17	28-08-2017 08:30 AM to 4:00 PM	12-09-2017 08:30 AM to 4:00 PM	13-09-2017 11:30 A.M	13-09-2017 12:00 P.M	One Month	1,000/-
5.	Procurement of Lab Items for Environmental Engineering Tender No. PC/NED/EN/ Lab Items/6417/17	28-08-2017 08:30 AM to 4:00 PM	13-09-2017 08:30 AM to 4:00 PM	14-09-2017 10:00 A.M	14-09-2017 10:30 A.M	Two Month	1,000/-
6.	Relaying of Proofing Screed with water proof at Engr. Abul Kalam Library Tender No. PC/NED/DOS Water Proofing/6500/17	28-08-2017 08:30 AM to 4:00 PM	13-09-2017 08:30 AM to 4:00 PM	14-09-2017 10:30 A.M	14-09-2017 11:00 A.M	Two Month	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.

TERMS & CONDITIONS:

(a) Under following conditions bid can be rejected

- (i) Conditional and telegraphic bids/tenders.
- (ii) Bids not accompanied by bid security of 2.5% of The Bid price.
- (iii) Bids received after specified date and time.

(iv) Bid must be signed, named & stamped by the authorized person of the firm/companies along with authorized letter.

(v) Blacklisted firms/companies

(b) Bid validity Period:- (90) days

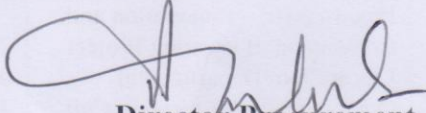
(c) The NEDUET reserves the right to reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010 amended up-to-date.

(d) Responsive Bidder is required to submit following documents with their bid:

- | | |
|--|--|
| (i) List of similar assignments with cost (mention number of projects with their cost) Under-taken over the past 03 years. | (iv) Affidavit that firm has never been blacklisted. |
| | (v) Copy of CNIC / Establishment of Firm/ Company etc. |
| (ii) Details of equipment, machineries and transport Owned by firms/contractor. | (vi) Proof of Registration of NTN, GST, SRB & PEC. (Whichever is applicable) |
| (iii) Financial Statement and income tax returns for the last 03 years. | |

Tender documents can be obtained on any working day from the office of ADP-II, Procurement Cell, NEDUET as per above schedule with prescribed tender fee (not refundable) in favour of Director Finance.

Tender documents can also be downloaded from SPPRA website www.pprasindh.gov.pk and this University website www.neduet.edu.pk


Director Procurement
23/8/2022

NED UNIVERSITY of Engineering & Technology PROCUREMENT
 University Road, Karachi-75270. Tel: 9926 1261-68 Ext 2471 & 2291 Fax: 9926-1261 Email: procurement@neduet.edu.pk Web: www.neduet.edu.pk

گھرانہ کو تو نہیں Say NO to Corruption
 No. PC/NED/CE/11143/434

1. Procurement of Computers & Printer for Civil Engineering
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	12.09.2017	13.09.2017	13.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	10:00 am	10:30 am

2. Procurement - Renovation and Conversion of Existing Project Library into Departmental Outcome based Education Cell at Civil Engineering
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	12.09.2017	13.09.2017	13.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	10:30 am	11:00 am

3. Procurement of Air Conditioners, AC Ducting & AC Drain for Civil Engineering
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	12.09.2017	13.09.2017	13.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	1:00 pm	1:30 pm

4. Procurement of Presentation System for Civil Engineering
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	12.09.2017	13.09.2017	13.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	1:30 am	12:00 Noon

5. Procurement of Lab Items for Environmental Engineering
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	13.09.2017	14.09.2017	14.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	10:00 am	10:30 am

6. Relaying of Proofing Scred with Water Proofing at Engr. Abul Kalam Library
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	13.09.2017	14.09.2017	14.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	10:30 am	11:00 am

TERMS & CONDITIONS:

1. Lowest & Unconditional Bid will be accepted.
2. Bidder's name will be notified within 15 days of the bid opening.
3. Bidder must furnish the bank guarantee of 2.5% of the bid amount.
4. Bid must be submitted in original & 2 copies.
5. Bid must be submitted in sealed envelope.
6. Bid must be submitted by the bidder in person.
7. Bid must be submitted in original & 2 copies.
8. Bid must be submitted in original & 2 copies.
9. Bid must be submitted in original & 2 copies.
10. Bid must be submitted in original & 2 copies.
11. Bid must be submitted in original & 2 copies.
12. Bid must be submitted in original & 2 copies.
13. Bid must be submitted in original & 2 copies.
14. Bid must be submitted in original & 2 copies.
15. Bid must be submitted in original & 2 copies.

DAWN: 24.08.2017

NED UNIVERSITY of Engineering & Technology PROCUREMENT
 University Road, Karachi-75270. Tel: 9926 1261-68 Ext 2471 & 2291 Fax: 9926-1261 Email: procurement@neduet.edu.pk Web: www.neduet.edu.pk

گھرانہ کو تو نہیں Say NO to Corruption
 No. PC/NED/CE/11143/434

1. Procurement of Computers & Printer for Civil Engineering
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	12.09.2017	13.09.2017	13.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	10:00 am	10:30 am

2. Procurement - Renovation and Conversion of Existing Project Library into Departmental Outcome based Education Cell at Civil Engineering
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	12.09.2017	13.09.2017	13.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	10:30 am	11:00 am

3. Procurement of Air Conditioners, AC Ducting & AC Drain for Civil Engineering
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	12.09.2017	13.09.2017	13.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	1:00 pm	1:30 pm

4. Procurement of Presentation System for Civil Engineering
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	12.09.2017	13.09.2017	13.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	1:30 am	12:00 Noon

5. Procurement of Lab Items for Environmental Engineering
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	13.09.2017	14.09.2017	14.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	10:00 am	10:30 am

6. Relaying of Proofing Scred with Water Proofing at Engr. Abul Kalam Library
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	13.09.2017	14.09.2017	14.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	10:30 am	11:00 am

شرطے و ضابطے:

1. گھرانہ کو تو نہیں
2. گھرانہ کو تو نہیں
3. گھرانہ کو تو نہیں
4. گھرانہ کو تو نہیں
5. گھرانہ کو تو نہیں
6. گھرانہ کو تو نہیں
7. گھرانہ کو تو نہیں
8. گھرانہ کو تو نہیں
9. گھرانہ کو تو نہیں
10. گھرانہ کو تو نہیں
11. گھرانہ کو تو نہیں
12. گھرانہ کو تو نہیں
13. گھرانہ کو تو نہیں
14. گھرانہ کو تو نہیں
15. گھرانہ کو تو نہیں

Hial -e- Pak: 24.08.2017

NED UNIVERSITY of Engineering & Technology PROCUREMENT
 University Road, Karachi-75270. Tel: 9926 1261-68 Ext 2471 & 2291 Fax: 9926-1261 Email: procurement@neduet.edu.pk Web: www.neduet.edu.pk

گھرانہ کو تو نہیں Say NO to Corruption
 No. PC/NED/CE/11143/434

1. Procurement of Computers & Printer for Civil Engineering
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	12.09.2017	13.09.2017	13.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	10:00 am	10:30 am

2. Procurement - Renovation and Conversion of Existing Project Library into Departmental Outcome based Education Cell at Civil Engineering
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	12.09.2017	13.09.2017	13.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	10:30 am	11:00 am

3. Procurement of Air Conditioners, AC Ducting & AC Drain for Civil Engineering
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	12.09.2017	13.09.2017	13.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	1:00 pm	1:30 pm

4. Procurement of Presentation System for Civil Engineering
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	12.09.2017	13.09.2017	13.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	1:30 am	12:00 Noon

5. Procurement of Lab Items for Environmental Engineering
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	13.09.2017	14.09.2017	14.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	10:00 am	10:30 am

6. Relaying of Proofing Scred with Water Proofing at Engr. Abul Kalam Library
 Tender Documents Issuance, Submission & Opening Schedule

To be issued from	To be sold up to	Submission up to	Opening
28.08.2017	13.09.2017	14.09.2017	14.09.2017
8:30 am-4:00 pm	8:30 am-4:00 pm	10:30 am	11:00 am

شرطے و ضابطے:

1. گھرانہ کو تو نہیں
2. گھرانہ کو تو نہیں
3. گھرانہ کو تو نہیں
4. گھرانہ کو تو نہیں
5. گھرانہ کو تو نہیں
6. گھرانہ کو تو نہیں
7. گھرانہ کو تو نہیں
8. گھرانہ کو تو نہیں
9. گھرانہ کو تو نہیں
10. گھرانہ کو تو نہیں
11. گھرانہ کو تو نہیں
12. گھرانہ کو تو نہیں
13. گھرانہ کو تو نہیں
14. گھرانہ کو تو نہیں
15. گھرانہ کو تو نہیں

JANG: 24.08.2017

ISSUED ON: _____

ISSUED TO: _____

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



**“Procurement of Computers & Pinter
For Civil Engineering”**

TENDER NO. PC/NED/CE/COMPUTER/6488/17

LIST OF CONTENTS

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

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 Computers and Printer for 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 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 | <p>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.</p> <p>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.</p> <p>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.</p> |
| 22. Award Criteria | <p>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.</p> |
| 22 a Procuring Agency’s right to vary quantities at the time of award | <p>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.</p> |
| 23. Procuring agency’s Right to Accept any Bid and to Reject any or All Bids | <p>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.</p> <p>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.</p> |

- 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 compete 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 nay 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 Computers and Printer for 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.

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

S. No	Items	Quantity	Time of Delivery from date of Award	Location of Supply
1.	Computers	02.	Delivery within One Month	for Civil Engineering Department NEDUET
2.	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.

Experience of Similar Supply and Installation

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

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/6488/17

Item Code No.	Description of items/specifications	Unit	Total Quantity Required	Price in Pak. Rupees	
				Unit Price	Total Amount
01.	Computers HP Elite Desk 800 G2 Tower PC Intel Core i7-6700 Processor (8M Cache, up to 4.00 GHz) 16GB DDR4-2133 SDRAM (2 x 8 GB) DOS. 1TB SATA Hard Drive Intel vPro Technology Slim SATA SuperMulti DVD-RW Keyboard & Mouse. HP LED Monitor 24 inch. Or Equivalent	Nos.	02.		
02.	Printer HP LaserJet Pro M435nw Multifunction Printer (A3E42A) A-3 printer or Better Functions: Print, Copy, Scan Multitasking supported: Yes Print speed black Normal: Up to 31 ppm First page out (ready) Black: As fast as 9 sec Duty cycle (monthly, A4) Up to 65,000 pages Recommended monthly page volume: 4000 to 8000 Print technology: Laser Print quality black (best): Up to 1200 x 1200 dpi Resolution technology: HP FastRes 1200, HP ProRes 1200 Print languages: HP PCL 6, HP PCL 5, HP postscript level 3 emulation, direct PDF printing (v 1.3) with at least 128 MB memory enabled, XHTML-Print v 0.95, HP PJI (Printer Job Language), PML (Printer Management Language) Display: 7.6 cm (3) Touchscreen, LCD (colour graphics) HP ePrint capability Mobile printing capability Wireless Direct Printing Mobile Apps Wireless capability built-in WiFi 802.11b/g/n Connectivity, standard: Hi-Speed USB 2.0 Device and host, 1 Fast Ethernet 10/100Base-TX, 1 Wireless 802.11b/g/n	No.	01.		

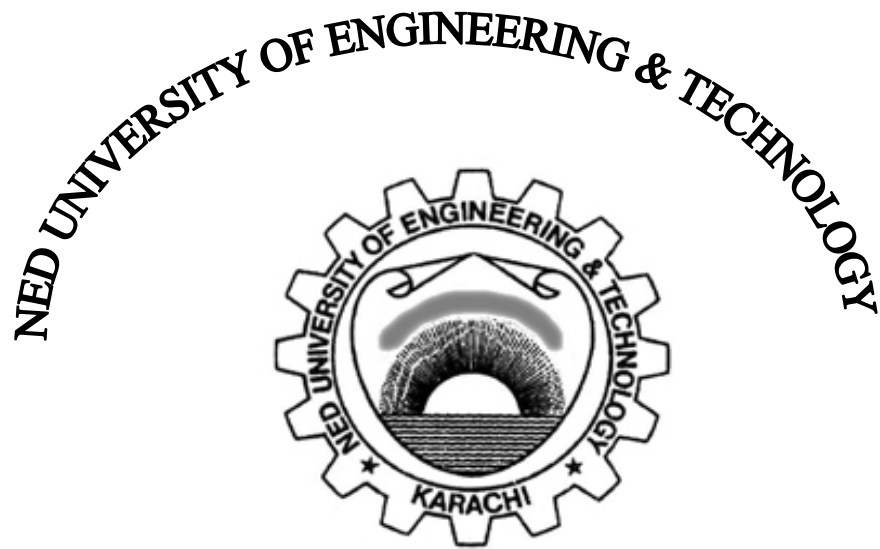
Network ready, Standard (built-in Ethernet, WiFi 802.11b/g/n)
 Compatible operating systems
 Full software installs supported on: Windows 8 32-bit and 64-bit, Windows 7 32-bit and 64-bit, Windows Vista 32-bit and 64-bit, Windows XP 32-bit (SP2 or higher)
 Memory, standard: 256 MB
 Paper handling input, standard: 100-sheet multipurpose tray, 250-sheet input tray
 Paper handling input, optional Optional 500-sheet input tray
 optional Automatic duplexer for two-sided printing
 Paper handling output, standard: 250-sheet output bin
 Maximum output capacity (sheets): Up to 250 sheets
 Media sizes supported, A4, A3, B4 (JIS), B5 (JIS), A5, 16K
 Media sizes, custom
 Tray 1: 76.2 x 127 to 312 x 470 mm
 Tray 2: 148 x 210 to 297 x 431.8 mm
 Tray 3: 148 x 210 to 297 x 431.8 mm
 Media types
 Paper (colored, letterhead, light, plain, preprinted, prepunched, recycled, rough, heavy), bond, cardstock, envelope, labels, transparency, vellum
 Media weight, supported
 Tray 1: 60 to 199 g/m²
 Tray 2, 3: 60 to 120 g/m²
 Scanner type
 Flatbed
 Scan file format
 PDF, JPEG, PNG
 Scan resolution, optical
 Up to 1200 x 1200 dpi (mono/color, flatbed)
 297 x 420 mm
 Scan input modes
 Front-panel scan, copy buttons
 HP Scan software
 And user application via TWAIN
 Copy speed (normal)
 Black: Up to 31 cpm
 (First Copy Out and Copy Speed measured using ISO/IEC 29183, Excludes first set of test documents. Exact speed varies depending on the system configuration, software application, driver, and document complexity.)
 Copy resolution (black text)
 Up to 300 x 300 dpi
 Copy reduce / enlarge settings: 25 to 400%
 Copies, maximum: Up to 99 copies
 220-volt input voltage: 220 to 240 VAC (+/-10%), 50/60 Hz (+/- 3 Hz)
 Power consumption
 700 watts (Printing), 12.5 watts (Ready) 3.9 watts (Sleep), 0.2 watts (Off)
 HP Black LaserJet Cartridge (~12000 pages)
 Including all accessories, guides and cables.
 Warranty: One year, Onsite.
 Or Equivalent

	TOTAL				
	ADD:GST				
	TOTAL AMOUNT WITH GST				

Signature & Stamp of Tenderer

ISSUED ON: _____

ISSUED TO: _____



“Procurement – Renovation and Conversion of Existing Project Library into Departmental Outcome based Education Cell at Civil Engineering Department”

TENDER NO. PC/NED/COS/ EDUCATION CELL/6496/17

Procurement Cell

SUMMARY OF CONTENTS

SUBJECT	Page No.
I INSTRUCTIONS TO BIDDERS.....	3
II BIDDING DATA.....	5
III CONDITIONS OF CONTRACT.....	6
IV (A). BILL OF QUANTITIES (DESCRIPTION AND RATE OF ITEMS.... BASED ON COMPOSITE SCHEDULE OF RATES.	13
V (B). DESCRIPTION AND RATE OF ITEMS BASED ON MARKET..... (OFFERED RATES)	14
VI SUMMARY OF BILL OF QUANTITIES.....	15
VII BOQ.....	16
VIII DRAWING.....	20

Instructions to Bidders

General Rules and Directions for the Guidance of Contractors.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost
 - (B). **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C). Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

- (a) **Name of Procuring Agency:** NED University of Engineering & Technology,
University Road,
Karachi.
- (b) **Brief Description of Works:** Procurement – Renovation and Conversion of
Existing Project Library into Departmental
Outcome based Education Cell at Civil
Engineering Department, NEDUET, Karachi
- (c) **Procuring Agency’s address:** NED University of Engineering & Technology,
Main University Road,
Karachi.
- (d) **Estimated Cost:** 0.879 Million
- (e) **Amount of Bid Security:** 2.50%
- (f) **Period of Bid Validity
(days):-** (90 days)
- (g) **Security Deposit:-
(including bid security):** 10%
- (h) **Percentage, if any, to be
deducted from bills:** 10%
- (i) **Deadline for Submission of
Bids along with time:**
- (j) **Venue, Time, and Date of
Bid Opening:** Procurement Cell, ADP – II, 00-00-0000
00:00 A.M
- (k) **Time for Completion from
written order of commence:** Two Months
- (l) **Liquidity damages:** 0.1% of the contract amount per day for the work
remains un-commenced and un-completed after
due date upto maximum of 10% and after that
termination of Contract.
- (m) **Deposit Receipt No:** Date:_____Amount:_____

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

- (A). Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-
- i. contractor causes a breach of any clause of the Contract;
 - ii. the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - iii. in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv. contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B). The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
- i. to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - ii. to finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
- i. no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - ii. however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

- (A). **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B). **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

- (A). Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C). In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D). The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E). In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F). **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A). **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B). **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C). **Uncorrected Defects:**
 - i. In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

- ii. If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A). **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B). **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A). No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B). If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

- (A). **Mobilization advance** is not allowed.
- (B). **Secured Advance against materials brought at site.**
- i. Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - ii. Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)

----- % above/below on the rates of CSR.

**Amount to be added/deducted on the basis
Of premium quoted. TOTAL (b)**

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees

Total (B) in words & figures:

Contractor

Executive Engineer/Procuring Agency

Summary of Bill of Quantities.

Cost of Bid

Amount

1. (A) Cost based on Composite Schedule of Rates.

2. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total (A) + Total (B)

Contractor

Executive Engineer/Procuring Agency

45

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY
(Directorate of Services)

Subject: **BOQ FOR RENOVATION AND CONVERSION OF EXISTING PROJECT LIBRARY INTO DEPARTMENTAL OUTCOME BASED EDUCATION CELL (DOBEC) AT CIVIL ENGINEERING DEPARTMENT**

S. NO.	PWD Sch. 2012 Ref. No.	DESCRIPTION OF ITEM	QTY.	RATE (RS.)	AMOUNT (RS.)
A- CIVIL WORKS					
01	Code 110 Item # 26	Providing and laying 1:9 cement concrete solid block masonry less than 4 inch to 6 inch (102mm to 152mm thick using screened graded bajri ¾ inch (19mm) and down gauge set in lime cement mortar 1:1:6 in foundation, basement and plinth including scaffolding, raking out joints and curing etc. complete, foundation and basement masonry upto 5 feet (1.52 Ru.m) depth and plinth upto 4 feet (1.2 Ru.m) height from ground level.	100 Cft		
02	Code 122 Item # 04	1/2" (6.4 mm thick cement plaster 1:4 on walls and columns etc. in basement, plinth mezzanine and ground floor including making edges corners and curing etc. complete.	350 Sft		
Total					
Add: Premium					
Total Amount of Schedule Items					
03	Non-Schedule	Removal of existing wooden door with frame very carefully at any height & floor without damaging existing wall surface including repairing around the door jams and removal door and frame hand over services department.	02 Nos.		
04	Non-Schedule	Removal of existing M.S window and ventilator frame with shutter in any height and size very carefully including cost of removal of glass strips and all fitting disposal of serviceable items shifted to central store of Dos office complete in all respect as directed by the engineer. <ul style="list-style-type: none"> • Window size 5'-6" x 4'-0" • Ventilator size 3'-0" x 1'-6" 	03 Nos. 11 Nos.		
05	Non-Schedule	Removal of existing false ceiling very carefully without damaging ceiling surface complete frame and hand over department & disposal of unserviceable material outside the university limit.	770 Sft.		
06	Non-Schedule	Providing & laying Porcelain tiles wooden texture 24"x24" size (or in approved size) in flooring of approved make Master / Sonex or equivalent brand and shade laid in tile bond required base filling the joints with same material complete in all respect and as directive by the engineer.	770 Sft.		
07	Non-Schedule	Providing & laying Porcelain tiles skirting wooden texture 4" high of approved shade laid in tile bond required base & approved make Master / Sonex, or equivalent brand and shade. Complete in all respect and as directive by the engineer.	115 Rft.		
08	Non-Schedule	Providing and fixing false ceiling to be made with Roof ceiling Gypsum board mounted suspended false ceiling with 18" wide drop panel all around including v-channel, U-channel, wall angle, long T, short T and wall T and wall T gypsum boards which are fixed over a support system of GI frame work. Gypsum boards to be screwed on the ceiling section with self-taping screws the joint of gypsum boards are finished with special paper tape over which jointing compound is applied. These joints are finally sanded well and the board is painted over using normal emulsion paint (03 coats of paint inclusive). Complete as per instruction by the Engineer.	770 Sft.		

[Handwritten signature]

(44)

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY
(Directorate of Services)

S. NO.	PWD Sch. 2012 Ref. No.	DESCRIPTION OF ITEM	QTY.	RATE (RS.)	AMOUNT (RS.)
09	Non-Schedule	Double leaf Entry Door with casing and architrave 5'-4" x 8'-0" x 7½" To be made with kiln died red murruntree wood. Casing 8'-0" x 5'-4" x 7½" x 2" section Door leaf i. 6' - 10" x 3'-3" ii. 6' - 10" x 1'-11" Door stiles 4" x ½" section top and middle rail Door stiles, top and middle rails of 4" x ½" section whereas the bottom rails to be of 10" x ½" section architrave to be 2" x 5/8" section including cost of lacquer polish, approved brand door lock, door closer and necessary accessories. Complete in all respect.	45 Sft		
10	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 & Lappi, rubbing & preparation of surfaces etc. with ladder, necessary tools including cost of removal of old paint from surface and as directed by the Engineer	800 Sft.		
Total Amount of Non-Schedule Items					
Total Amount of Schedule Items					
Total Amount of "A" Civil Works					
B- ELECTRICAL WORKS					
1	WIRING ACCESSORIES: All wiring shall be done with 450/750 volt Grade PVC insulated cables.				
1.1	Non-Schedule	Providing and wiring of the single light/fan point with 3x1.5mm ² Single core Cu, PVC insulated cable, of Pakistan Cable/Pioneer/AEG or equivalent, recessed in 25mm dia PVC pipe of Galco/Dadex/Jeddah or equivalent & casing of Adamjee/Hitachi/KSS Taiwan make with all accessories,(canceled in wall/open over false ceiling) control by 1 gang switch, of Clipsal/MK England/Bosch Germany or equivalent with MS back box and front cover etc. Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services.	12 Nos.		
1.2	Non-Schedule	Providing and wiring of the three light point with 3x1.5mm ² Single core Cu, PVC insulated cable of Pakistan Cable/Pioneer/AEG or equivalent. Same as item # 01. Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services.	08 Nos.		
1.3	Non-Schedule	Providing and wiring of the light and fan circuit with 2x2.5mm ² + 1x1.5mm ² stranded single core Cu, PVC insulated cable of Pakistan Cable/Pioneer/AEG or equivalent, recessed in 25mm dia PVC Pipe of Galco/Dadex/Jeddah or equivalent with all accessories. Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services.	03 Nos.		
1.4	Non-Schedule	Providing and wiring of the power point with 2x6mm ² + 1x2.5mm ² stranded Single core Cu, PVC insulated cable of Pakistan Cable/Pioneer/AEG or equivalent recessed in 25mm dia PVC conduit of Galco/Dadex/Jeddah or equivalent with all accessories, (canceled in wall/open over false ceiling), including 01 No of 03 pin 15Amp power out let of Clipsal/MK England/Bosch Germany or equivalent, MS back box etc. Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services.	03 Nos.		
1.5	Non-Schedule	Providing and wiring of 03 pin 13Amp (international) power point with 2x2.5mm ² + 1x1.5 mm ² stranded Single core Cu, PVC insulated cable of Pakistan Cable/Pioneer/AEG or equivalent, recessed in 25mm ² PVC conduit of Galco/Dadex/Jeddah or equivalent / PVC casing of Adamjee/Hitachi/KSS Taiwan or equivalent with all accessories,(canceled in wall). Also provide & connect 02 nos., 03 pin power outlet of Clipsal/MK England/Bosch Germany or equivalent with nearest power point and point to point. Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services.	10 Nos.		

[Handwritten signature]

43

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY
(Directorate of Services)

S. NO.	PWD Sch. 2012 Ref. No.	DESCRIPTION OF ITEM	QTY.	RATE (RS.)	AMOUNT (RS.)
1.6	Non-Schedule	Providing and wiring of data point with cat-6 cable of 3M, 3Com, Schenider make, recessed in 25mm dia PVC conduit Galco, Dadex, Jadda or equivalent with all accessories (canceled / under floor), also providing and fixing RJ-45 socket 1 gang shutter of Clipsal Australia /MK England / Bosch Germany) or equivalent, with MS back box. Connect with nearest switch rack. Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services.	04 Nos.		
1.7	Non-Schedule	Providing and wiring of audio i/o outlet (Microphone point) with low impedance coaxial microphone cable of suitable size jack pin/connector etc, recessed under floor & with point to point on table with 1" dia PVC Pipe of Galco/Dadex/Jeddah or equivalent / PVC casing of Adamjee/ Hitachi/ KSS Taiwan or equivalent. Complete in all respect as per drawing and as approved by the Engineer / Directorate of Services.	10 Nos.		
1.8	Non-Schedule	Providing and wiring of DB with 4x10mm ² + 1x6mm ² stranded Cu, PVC insulated cable of Pakistan Cable/Pioneer/ AEG or equivalent, recessed in/on wall in 1½" dia PVC conduit of Galco/Dadex/ Jeddah or equivalent with all accessories, (canceled in wall/open over column & beam) connect with existing MDB . Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services.	30 Meter		
2		LIGHT FIXTURES, FALSE CEILING FAN. Providing, installation and testing of following type of light fixture with all accessories such as electronic driver, LED Lights and holders. Complete in all respect and as per drawing and as approved by the Engineer/ Directorate of Services.			
2.1	Non-Schedule	Providing and fixing of 08" dia 18W false ceiling light fixture LED Type Philips/ Hitachi Japan/ Osram Germany or equivalent. Connect with existing light point/new wiring. Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services.	27 Nos.		
2.2	Non-Schedule	Providing and fixing of 08" dia 11w spot light fixture LED Type Philips / Hitachi Japan / Osram Germany or equivalent. Connect with existing light point/new wiring. Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services.	08 Nos.		
2.3	Non-Schedule	Providing, fixing & connecting of 2'x2' deluxe type false ceiling fan of Pak fan/ Millat / China or equivalent with all accessories (additional hanging claps). Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services.	06 Nos.		
2.4	Non-Schedule	Providing and wiring of HDMI Cable (04 Nos. length 02x10 meter, 02x08 meter & 01x01 meter), with low impedance HDMI factory finish cable of Philips, Sony or UK make or equivalent, recessed on wall, under floor & over false ceiling and point to point on table with in 03" dia UPVC Pipe of Galco/ Dadex/ Jeddah or equivalent / PVC casing of Adamjee/ Hitachi/ KSS Taiwan or equivalent. Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services.	01 job.		
2.5	Non-Schedule	Providing and fixing of HDMI switcher (splitter) 04 input x 01 output (EU or UK make). Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services.	01 no.		
2.6	Non-Schedule	Providing and wiring of speaker point at a height of 8' from floor level with low impedance 70/.0076" 2Core flexible coaxial speaker cable with suitable size jack pin/connector etc. recessed in wall/over false ceiling with 1" dia PVC Pipe of Galco/Dadex/Jeddah or equivalent with all accessories. Complete in all respect as per drawing and as approved by the Engineer / Directorate of Services.	02 Nos.		

(Handwritten signature)

42

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY
(Directorate of Services)

S. NO.	PWD Sch. 2012 Ref. No.	DESCRIPTION OF ITEM	QTY.	RATE (RS.)	AMOUNT (RS.)
2.7	Non-Schedule	<p>Providing, installation, testing & commissioning of open type Distribution Board of 18 SWG MS Sheet housing. Complete with doors & front safety plate, locking arrangement, internal wiring with lugs, Cu, bus bars (earth & Neutral Terminal) painted with off-white powder coated paint having enough space. D.B will have all MCB, MCCB of Terasaki Malaysia / Legrand France/ MG Germany or equivalent and comprising of.</p> <p>Incoming: 60A/10KA TP MCCB 01 No. Indicating Lamps LED 03 Nos.</p> <p>Outgoing: 20 A SP MCB (6KA) 04 Nos. 15 A SP MCB (6KA) 04 Nos. 10 A SP MCB (6KA) 04 Nos.</p> <p>Also connect existing circuits properly, including required size wire for wiring. Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services.</p>	01 Job		
2.8	Non-Schedule	<p>Providing, installation, testing & commissioning of P.A. System with all accessories, such as speaker wire, Microphone cable & connectors etc. PA System will have all accessories of TOA or equivalent & comprising of:</p> <p>a) Rostrum Microphone with stand & cable (DM270). 11Nos. b) Wireless microphone (EM360/370HS). 02 nos. c) Amplifier 120Watt (A2240). 01 No. d) Column Speaker 30Watt (Bs-1030). 02 Nos. e) Wireless collar microphone 01 no.</p> <p>Complete in all respect as per drawing and as approved by the Engineer/ Directorate of Services.</p>	01 Job.		
Total Amount Of "B"					

SUMMARY

A. Civil Works Total Amount Rs: _____

B. Electrical Works Total Amount Rs: _____

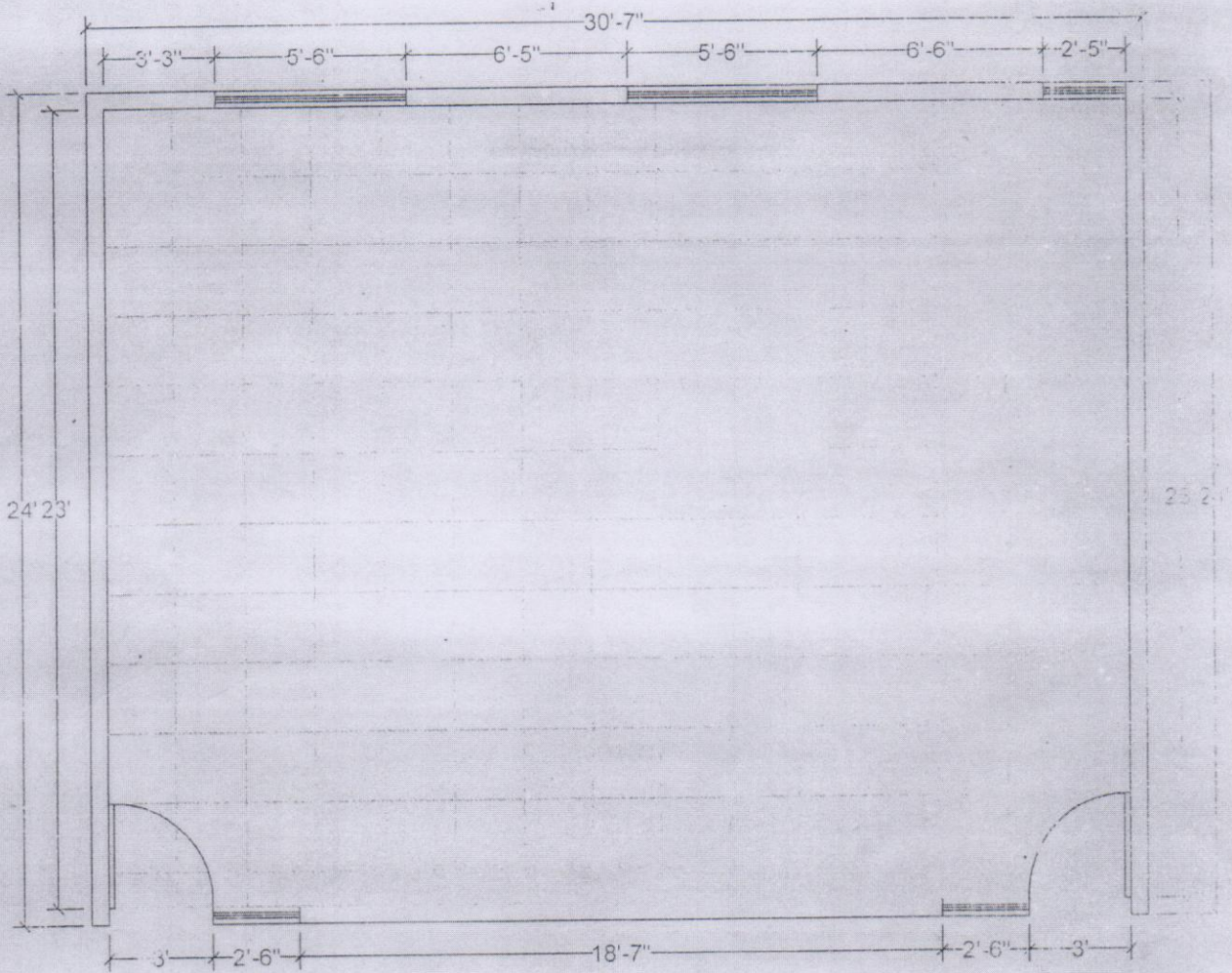
GRAND TOTAL AMOUNT OF A + B Rs: _____



Signature of Contractor with Seal

(40)

86



EXISTING PLAN OF PROJECT LIBRARY

DRC. NO. 01

TITLE

EXISTING PLAN OF PROJECT LIBRARY AT
CIVIL ENGINEERING DEPARTMENT

DRAWN BY

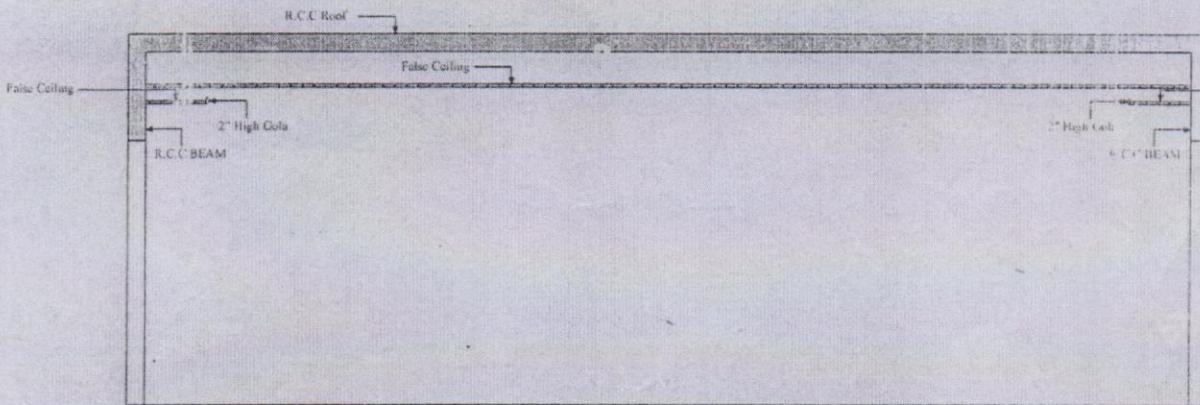
APPROVED BY

Handwritten signature in blue ink

Handwritten initials 'd' and 'd' in blue ink

39

88



SECTION A-A

DRG. NO. 03

TITLE

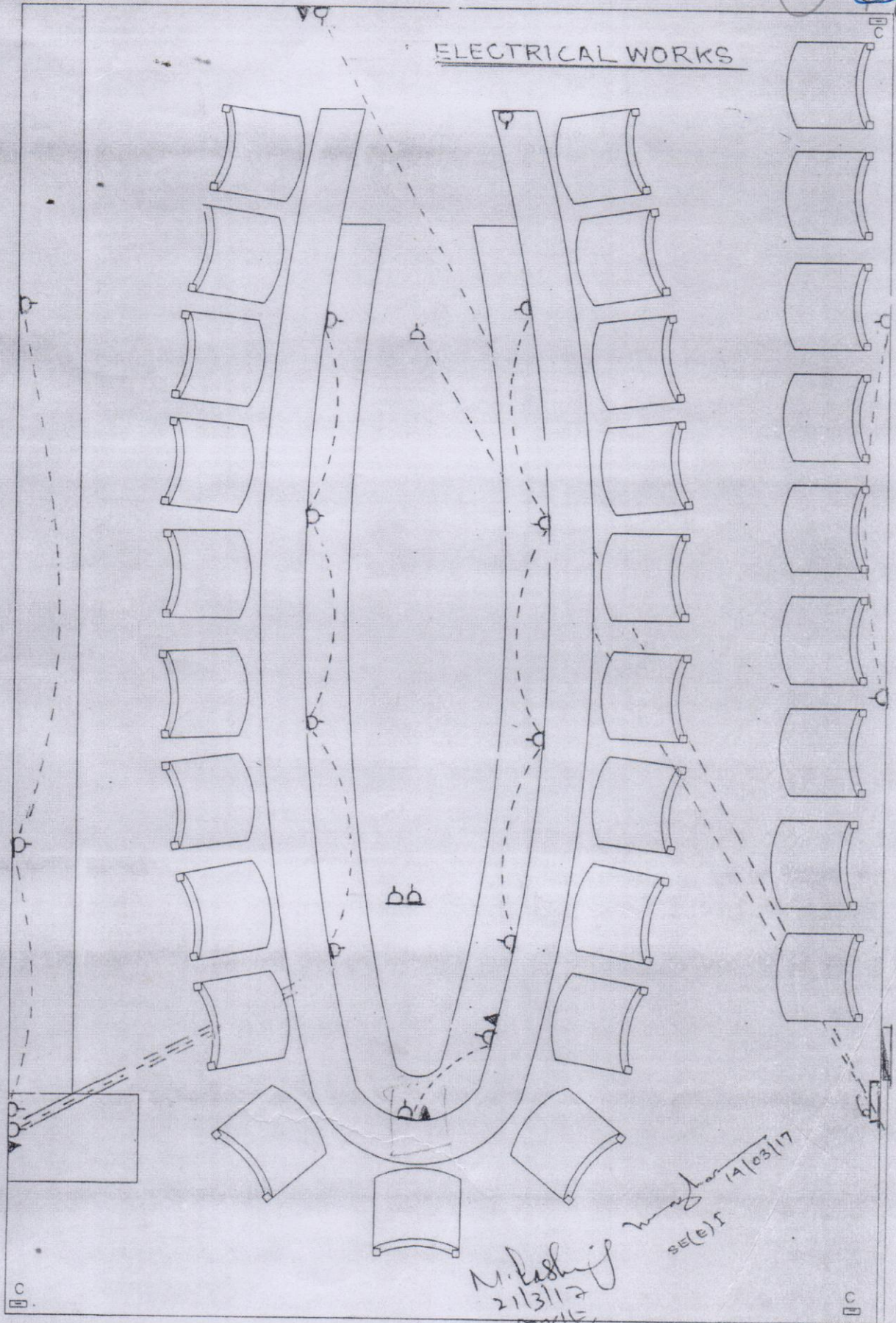
PROPOSED SECTION OF FALSE CEILING PROJECT LIBRARY
AT CIVIL ENGINEERING DEPARTMENT

DRAWN BY	C. J. S. S. S.
APPROVED BY	S. V. S.

[Handwritten signature]

37
38
39

ELECTRICAL WORKS

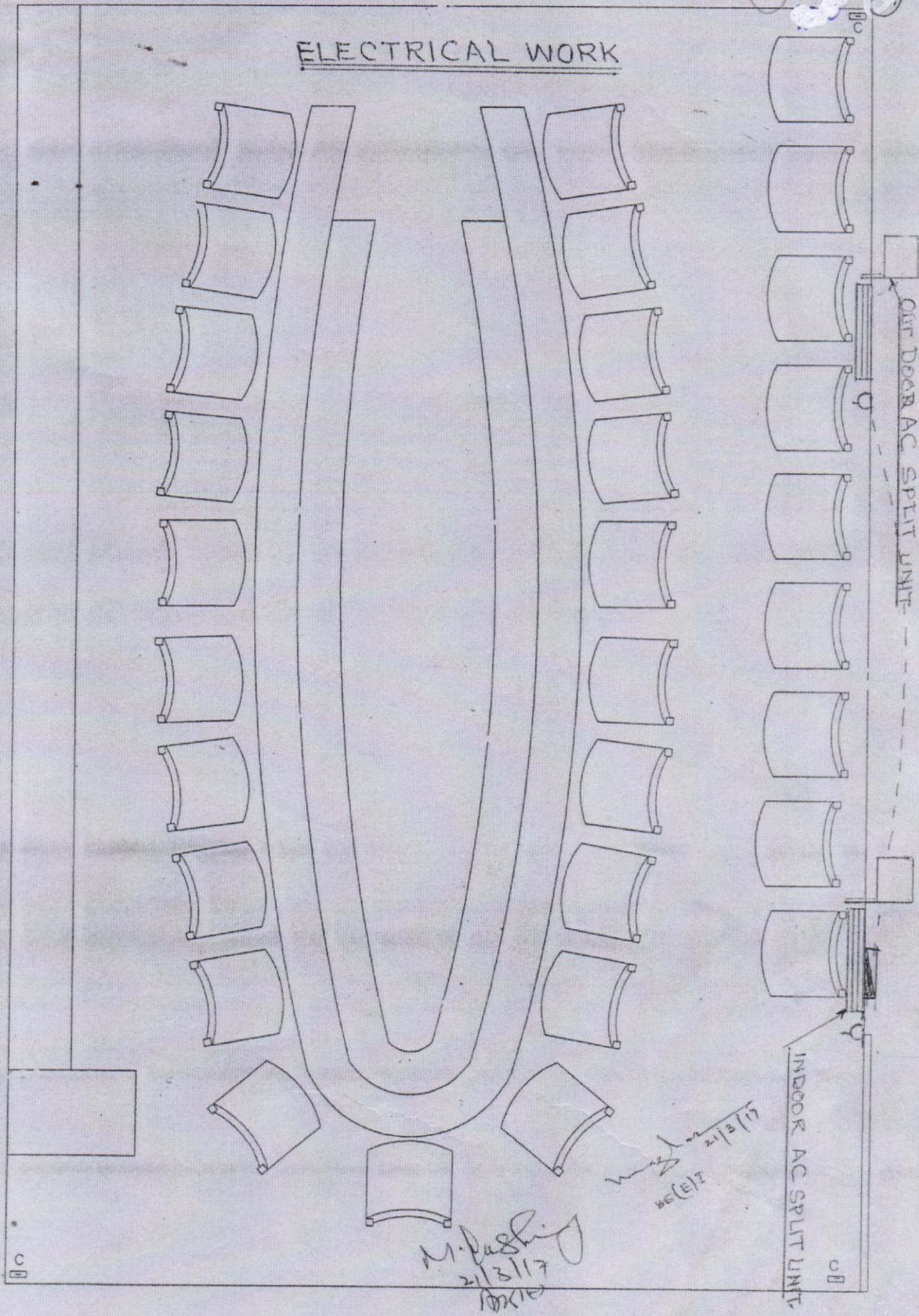


LAYOUT DRAWING OF POWER POINT AND DATA POINT.

M. Kashif
21/3/17

37

ELECTRICAL WORK







LAYOUT DRAWING OF AC SPLIT UNITS AND POWER POINT.

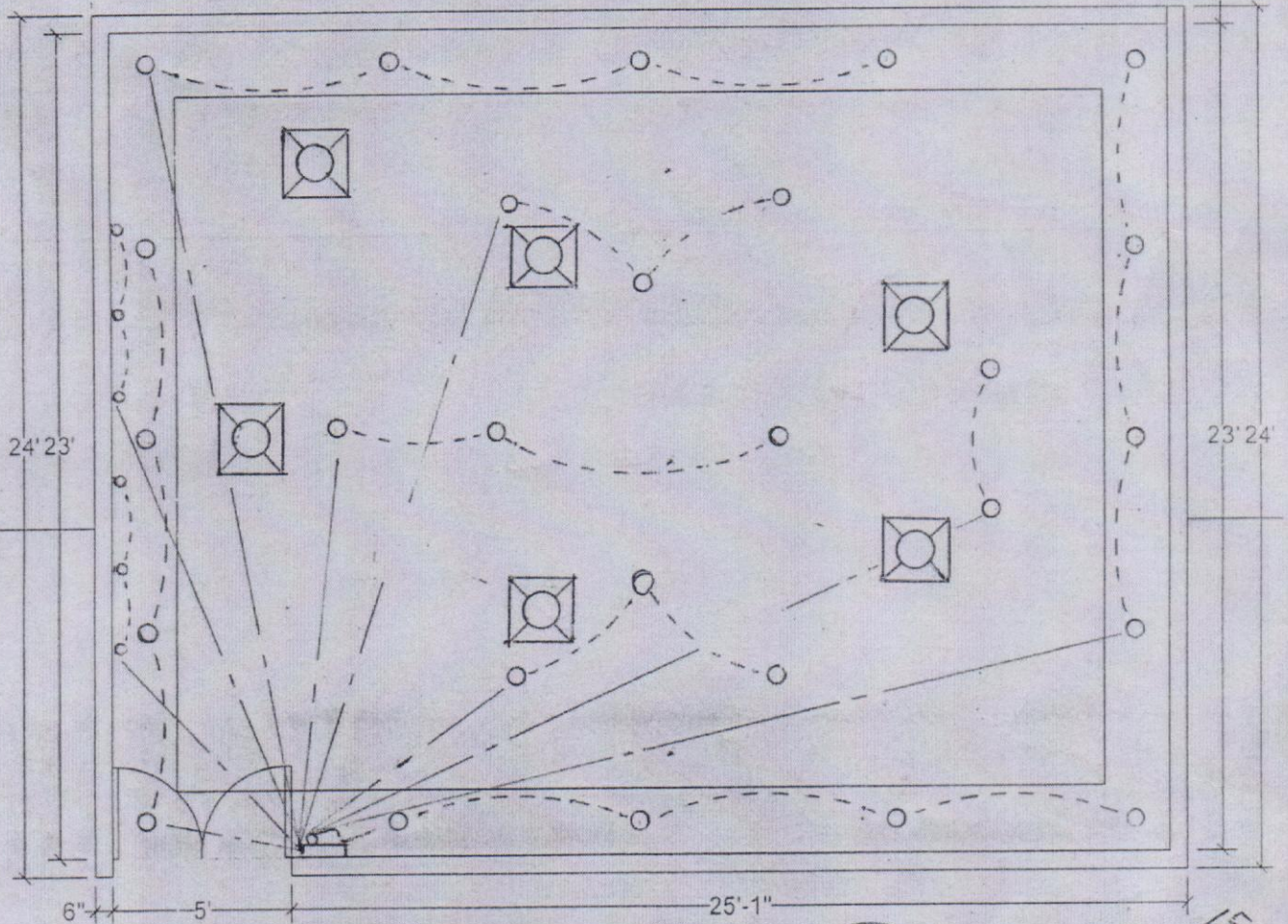
[Handwritten signature]

36

ELECTRICAL WORKS

LEGEND

- 1. FALSE CEILING FAN 
- 2. LED LIGHT FIXTURE 
- 3. SPOT LIGHT 
- 4. SWITCH BOARD 



M. Asad
21/3/17
MS/17

se(e)2
14/03/17

PROPOSED PLAN OF PROJECT LIBRARY

LAYOUT DRAWING OF FALSE CEILING FAN AND LIGHT FIXTURE.

DRG. NO 02

TITLE

PROPOSED FALSE CEILING PLAN OF PROJECT LIBRARY
AT CIVIL ENGINEERING DEPARTMENT

DRAWN BY

CHECKED BY

APPROVED BY

SCALE

N.T.S.

M. Asad

ISSUED ON: _____

ISSUED TO: _____

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



**“Procurement Presentation System
for Civil Engineering”**

TENDER NO. PC/NED/CE/PRESENTATION SYSTEM /6487/17

LIST OF CONTENTS

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

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 Presentation System for 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 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 | <p>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.</p> <p>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.</p> <p>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.</p> |
| 22. Award Criteria | <p>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.</p> |
| 22 a Procuring Agency’s right to vary quantities at the time of award | <p>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.</p> |
| 23. Procuring agency’s Right to Accept any Bid and to Reject any or All Bids | <p>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.</p> <p>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.</p> |

- 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 compete 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 nay 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 Presentation System for 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.

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

S. No	Items	Quantity	Time of Delivery from date of Award	Location of Supply
1.	Presentation System	01.	Delivery within One Month	for CIVIL Engineering Department NEDUET

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/PRESENTATION SYSTEM/6487/17

Item Code No.	Description of items/specifications	Unit	Total Quantity Required	Price in Pak. Rupees	
				Unit Price	Total Amount
01.	<p>Presentation System Providing and Installing Presentation System as per following specifications</p> <p>CLOUD SMART INTERACTIVE BOARD IB-82 Optical imaging touch technology, Writing with Pen, fingers, or any other opaque object, Surface material: High strength, low reflection hard coated eco-friendly composite material, anti-glare, anti-dazzling, wear-resistant; Support marker writing and standard cleaner, Response speed of =6ms, Sampling rate of 180 dot/m, Process rate of =5m/s, 16 shortcut keys on each side of board, Overall size (mm) : 1670 x 1224 x 37/(82 inch)with Wall-mounted bracket, 5 m USB cable, Whiteboard pen.</p> <p>Hitachi LCD Projector CP-CX301WN (Short Throw) 3Chip LCD Technology, 0.63" (1.6cm) P-Si TFT x 3, Native Resolution: XGA, Short throw Projector, 3100 ANSI Lumens, 10,000:1 contrast Ratio, Manual focus, digital zoom x 1.35, Lamp Life: 5000 Hours (Normal Mode) / 10,000 Hours (Eco 2 Mode), Diagonal display size: 60~150" (152~381cm), Focus distance: 0.691m~1.838m (Wide), HDMIx1. VGA Inputx2. VGA Out x1, USB TypeAx2, USB Type Bx1, RJ45x1, Wireless Network IEEE802.11b/g/n ready (optional USB wireless adapter required), 80" diagonal screen from 75cm. Or Equivalent</p>	Nos.	01.		
	TOTAL				
	ADD:GST				
	TOTAL AMOUNT WITH GST				

Signature & Stamp of Tenderer

ISSUED ON: _____

ISSUED TO: _____

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY, KARACHI



**“Procurement Lab Items for Department
of Environmental Engineering”**

TENDER NO. PC/NED/EN/LAB ITEMS/6417/17

PROCUREMENT CELL

LIST OF CONTENTS

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

PART-II
INSTRUCTION TO BIDDERS

- i Source of Funds** UDWP 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 Chiller, De-ionised Water Unit, Autoclave and Guard Column for GC for Environmental Engineering” through National Competitive Bidding Single Stage one Envelope Procedure as per SPPRA Rules-2010 (Amended 2013). |
| 2. Language of Bid | 2.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the English language. |
| 3. Documents Comprising the Bid | 3.1 The bid prepared by the Bidder shall comprise the following components: <ul style="list-style-type: none"> a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6. b) Bid security furnished in accordance with ITB Clause-9. |
| 4. Bid Prices | <p>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.</p> <p>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.</p> <p>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.</p> <p>4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.</p> |
| 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 | <p>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.</p> <p>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.</p> <p>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.</p> |
| 22. Award Criteria | <p>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.</p> |
| 22 a Procuring Agency’s right to vary quantities at the time of award | <p>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.</p> |
| 23. Procuring agency’s Right to Accept any Bid and to Reject any or All Bids | <p>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.</p> <p>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.</p> |

- 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 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 UPS, Chiller, De-ionised Water Unit, Autoclave and Guard Column for GC for Environmental 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.

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

S. No	Items	Quantity	Time of Delivery from date of Award	Location of Supply
1.	Chiller	02.	Delivery within Two Month	for Department of Environmental Engineering NEDUET
2.	De-ionised Water Unit	01.		
3.	Autoclave	01.		
4.	Guard Column for GC	01		
5.				
6.				

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 _____

Form-II**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.

Form-IV**Contract Form**

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

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., Procurement of _____ for _____, 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)

Form-V**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]

Form-VI**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
ENVIRONMENTAL ENGINEERING
SPECIFICATIONS AND QUANTITIES**

Tender No. PC/NED/EN/LAB ITEM/6417/17

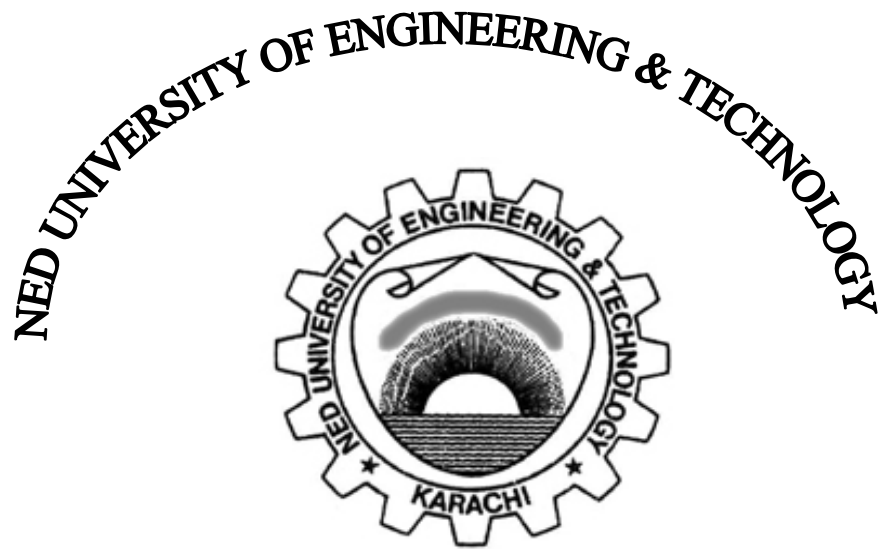
Item Code No.	Description of items/specifications	Unit	Total Quantity Required	Price in Pak. Rupees	
				Unit Price	Total Amount
	<u>LAB ITEMS</u>				
04.	<p>Chiller F25-ED Refrigerated/Heating Circulator (Julabo-Germany): JULABO Refrigerated & Heating Circulator for heating and cooling are suitable for external temperature tasks and for temperature applications directly in the bath. A model from three different series with different capacities can be selected. Powerful circulating pump systems and high heating and cooling capacities guarantee short heat-up and cool-down times. The inevitable dust accumulation that occurs in refrigeration systems is solved by means of an easily removed venting grill, which allows for easy cleaning. Depending on the model, the units are equipped with handles or castors for an easy transportation. All models have a drain screw on the front allowing the fluid to be drained easily. The compact assembly of each unit enables a space to be saved in the laboratory.</p> <p>Features: - Bright LED temperature display, resolution 0.1 Degree Centigrade - Keypad for set point, switches automatically to the actual value - PID1 temperature control - Adjustable high temperature cut-out / dry-running protection</p> <p>Technical Data: Working temperature range (Degree Centigrade): -28 ... +100 Temperature stability (Degree Centigrade): +/-0.03 Setting / display resolution: 0.1 Degree Centigrade Temperature Display: LED Heating capacity (kW): 1 Cooling capacity (Medium Ethanol): Degree Centigrade 20 0 -20 kW 0.35 0.25 0.06 Pump Capacity flow rate (l/min): 15 Pump capacity flow pressure (psi): 5.1 (One year Guarantee/Warranty in case of any manufacturing defects in any equipment the same will be replaced by vendor, free of cost)</p> <p>Or Equivalent</p>	No.	02.		
05.	<p>De-ionised Water Unit De-ionised Water Unit Make: Merck Millipore</p> <p>Items: - ELIX 5E ESSENTIAL (Cat. # ZLXE0050EU) - Synergy UV High Flow Pure to Ultrapure water purification system (Cat # SYNSVHF00) - 60 Litre PE Reservoir (Cat # TANKPE060) - Vent filter for PE tank (Cat # TANKMPK01) - Progard TS2 pack (Cat # PROGOT0S2) - Synergypak 1 (Cat # SYPKOSIA1) - Millipak Express 40 Final Filter (Cat # MPPG04001) - Installation (Cat # ZWINSTALL)</p> <p>Or Equivalent</p>	No.	01.		

06.	Autoclave Make/Model: FD100A Uniclave Koria Outer dimensions(mm): 620 x 680 x 1222 Chamber material: SUS304 Stainless Steel Sterilization Temperature range: 105 Degree Centigrade to 135 Degree Centigrade Range of pressure (Gauge Pressure): 0 - 0.4MPa Sterilization Timer: 1 - 300 min Sterilization chamber size(dia*H): 207;134;400 x 889 Or Equivalent	No.	01		
07.	Guard Column for GC a) Guard Column (C18) Make: Phenomenex Part No. KJO-4282 b) Security Guard Cartridge AQ C18 4 x 3.0mm Make: Phenomenex Part No. AJO-7511 (Pack of 10 Cartridges each) Or Equivalent	No.	01.		
	TOTAL				
	ADD:GST				
	TOTAL AMOUNT WITH GST				

 Signature & Stamp of Tenderer

ISSUED ON: _____

ISSUED TO: _____



**“Procurement of Work “Relaying of Proofing screed
with Water Proof at Engr. Abul Kalam Library ”**

TENDER NO. PC/NED/DOS/WATER PROOFING/6500/17

Procurement Cell

SUMMARY OF CONTENTS

SUBJECT	Page No.
I INSTRUCTIONS TO BIDDERS.....	3
II BIDDING DATA.....	5
III CONDITIONS OF CONTRACT.....	6
IV (A). BILL OF QUANTITIES (DESCRIPTION AND RATE OF ITEMS.... BASED ON COMPOSITE SCHEDULE OF RATES.	13
V (B). DESCRIPTION AND RATE OF ITEMS BASED ON MARKET..... (OFFERED RATES)	14
VI SUMMARY OF BILL OF QUANTITIES.....	15
VII BOQ.....	16
VIII DRAWING.....	17

Instructions to Bidders

General Rules and Directions for the Guidance of Contractors.

- .1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings
3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract
4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost
 - (B). **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C). Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

- (a) **Name of Procuring Agency:** NED University of Engineering & Technology,
University Road,
Karachi.
- (b) **Brief Description of Works:** Relaying of Roofing Screed with Water Proff at
Engr. Abul Kalam Library.
- (c) **Procuring Agency's address:** NED University of Engineering & Technology,
Main University Road,
Karachi.
- (d) **Estimated Cost:** 2.109 Million
- (e) **Amount of Bid Security:** 2.50%
- (f) **Period of Bid Validity
(days):-** (90 days)
- (g) **Security Deposit:-
(including bid security):** 10%
- (h) **Percentage, if any, to be
deducted from bills:** 10%
- (i) **Deadline for Submission of
Bids along with time:**
- (j) **Venue, Time, and Date of
Bid Opening:** Procurement Cell, ADP – II, 00-00-0000
00:00 A.M
- (k) **Time for Completion from
written order of commence:** Two Months
- (l) **Liquidity damages:** 0.1% of the contract amount per day for the work
remains un-commenced and un-completed after
due date upto maximum of 10% and after that
termination of Contract.
- (m) **Deposit Receipt No:** Date:_____Amount:_____

Conditions of Contract**NEDUET, Karachi**

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

- (A). Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
- i. contractor causes a breach of any clause of the Contract;
 - ii. the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - iii. in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv. contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B). The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
- i. to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - ii. to finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
- i. no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - ii. however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

- (A). **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B). **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

- (A). Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C). In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D). The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E). In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F). **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A). **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B). **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C). **Uncorrected Defects:**
 - i. In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

- ii. If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A). **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B). **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A). No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B). If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

- (A). **Mobilization advance** is not allowed.
- (B). **Secured Advance against materials brought at site.**
 - i. Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - ii. Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)

----- % above/below on the rates of CSR.

**Amount to be added/deducted on the basis
Of premium quoted. TOTAL (b)**

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees

Total (B) in words & figures:

Contractor

Executive Engineer/Procuring Agency

Summary of Bill of Quantities.

Cost of Bid

Amount

1. (A) Cost based on Composite Schedule of Rates.

2. (B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total (A) + Total (B)

Contractor

Executive Engineer/Procuring Agency

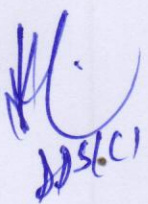
8/c

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY
(Directorate of Services)

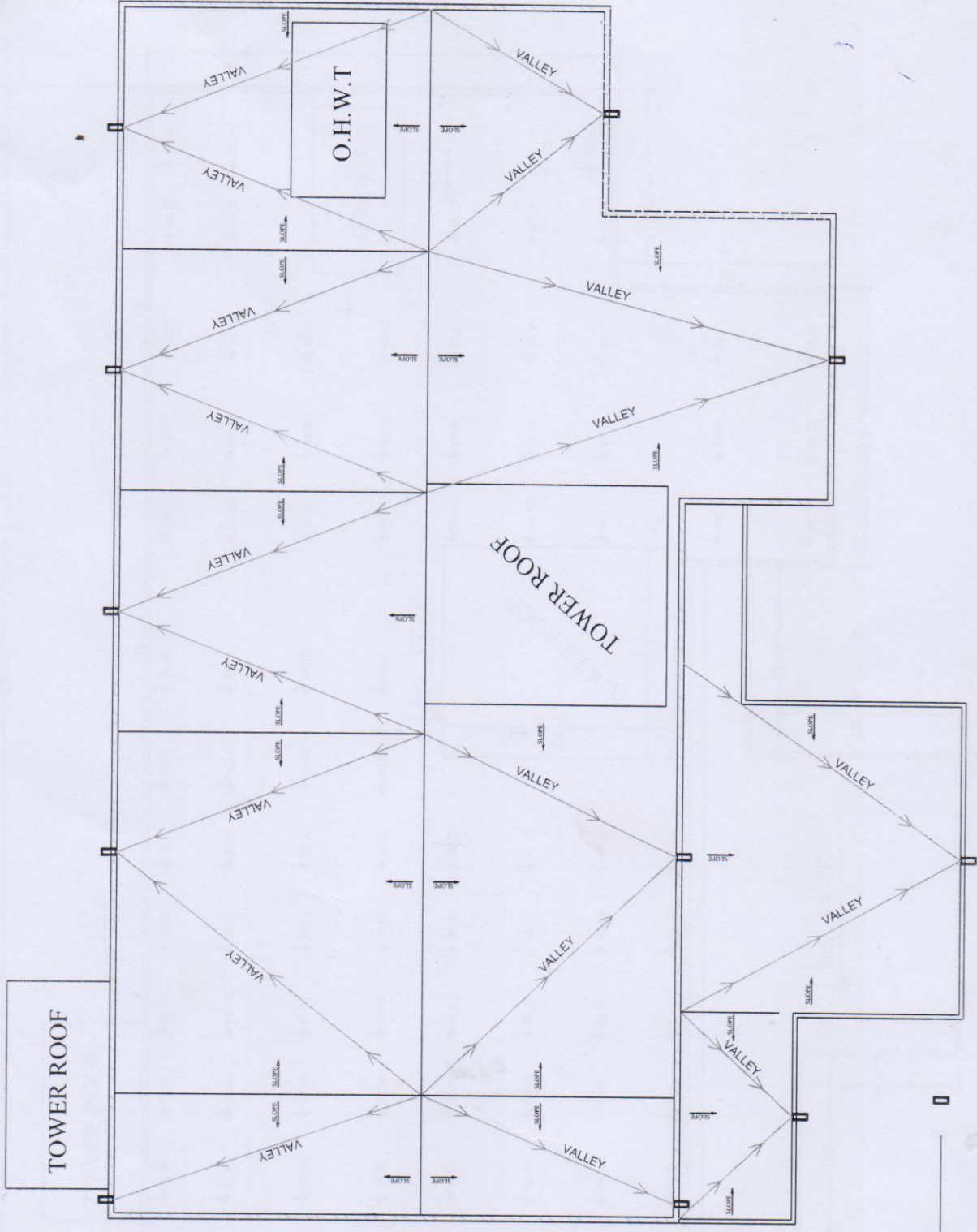
Subject: B.O.Q. FOR WATER PROOFING AT A KALAM LIBRARY

Sr. No.	PWD Schedule 2012 Ref. No.	Description of Item	Qty.	Rate (Rs.)	Amount (Rs.)
01	Non-Schedule	Removal of existing screed including gola, felt, stone chips very carefully without damaging roof surface and cleaning surface with wire brush at any height and any floor, and unserviceable material outside the university limit complete in all respect as directed by the engineer.	12800 Sft.		
02	Non-Schedule	Providing and laying cement 1:2 :4 machine mixed screed in required slope minimum 2" thick including making ridges, valise chamfered edges with cost of cement concrete gola size 6"X6" curing leveling etc. complete in all respect as directed by the engineer.	12800 Sft.		
03	Non-Schedule	Providing & laying one layers of local jute felt 70 lbs / roll of 10 Sqmt including coat of primer as per manufactures specifications and site condition bonding coat of bitumen at 35 lbs / 100 sft fine marble stone chips 1Cft / 100 Sft Spreading on slab & over lapping jute felt 6" complete in all respect and as directed by the engineer.	12800 Sft.		
04	Non-Schedule	Providing & fixing approved quality cement concrete water spout 1'-6" long complete in all respect as directed by the engineer.	20 Nos.		
05	Non-Schedule	Rectification of old expansion joint average 2" wide by filling of poly Sulphide sealant with removal of loose concrete, cleaning, washing, apply primer and fixing of backer rod, including cost of 3"x3" aluminum angle fixed with galvanized screw complete in all respect and as directed by the Engineer.	100 Rft		
Total Amount					

Signature of Contractor with Seal



P-7/c



WATER SPOUT — 0

DRG.NO 02

PROPOSED ROOF SCREED PLAN AT ABUL KALAM LIBRARY

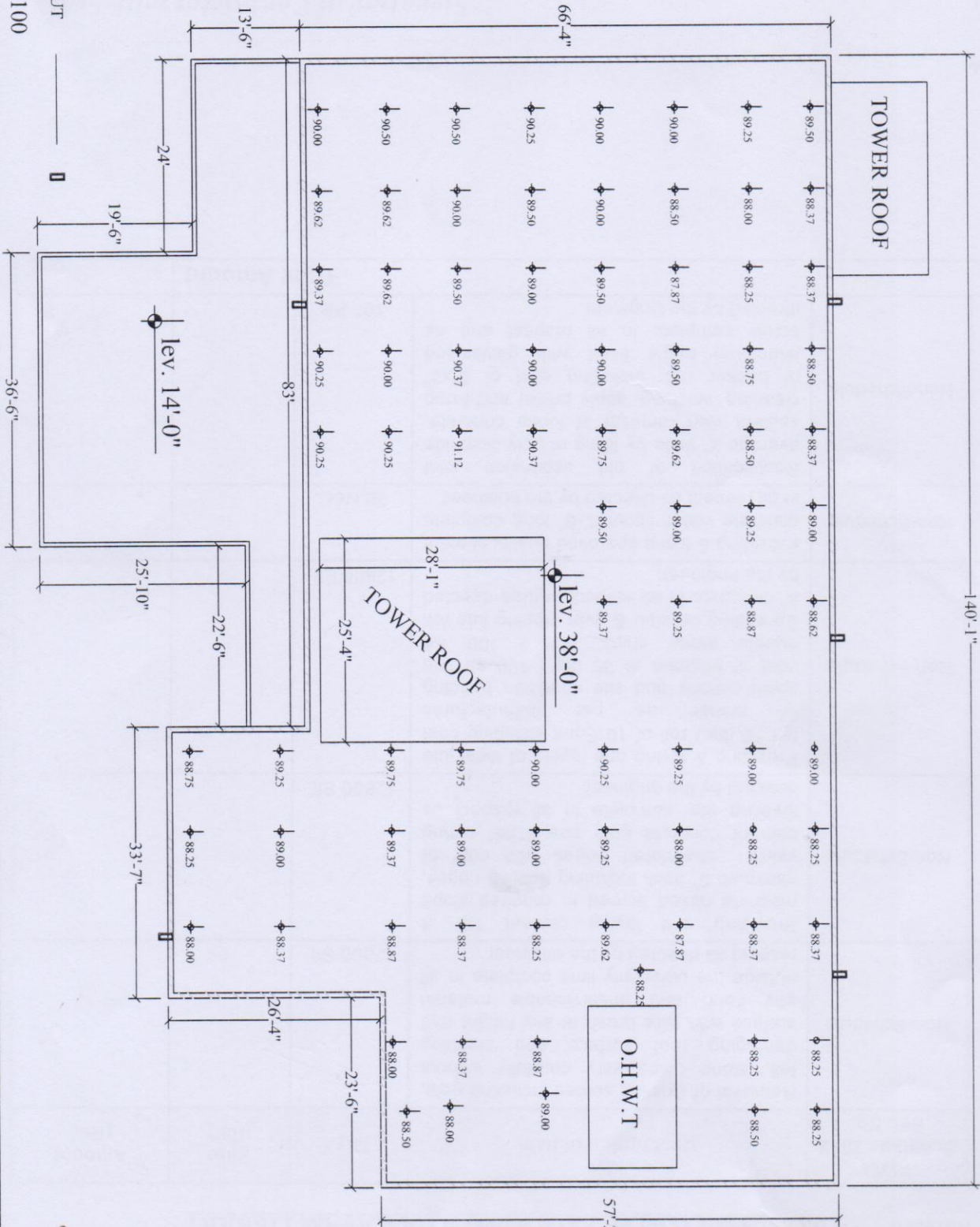
DRAWN BY <i>[Signature]</i>	CHECKED BY <i>[Signature]</i>	VERIFIED <i>[Signature]</i>	SCALE N.T.S.
--------------------------------	----------------------------------	--------------------------------	-----------------

TITLE

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY
DIRECTORATE OF SERVICES

LEGEND
WATER SPOUT

B.M. = 100



DRG. NO 01

EXISTING LEVEL OF ROOF SCREED AT ABUL KALAM LIBRARY

DRAWN BY <i>[Signature]</i>	CHECKED BY <i>[Signature]</i>	VERIFIED <i>[Signature]</i>	SCALE N.T.S.
--------------------------------	----------------------------------	--------------------------------	-----------------

P-5/c

ISSUED ON: _____

ISSUED TO: _____

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



**“Procurement of Air Conditioners, AC Ducting
& AC Drain for Civil Engineering”**

TENDER NO. PC/NED/CE/AC/6493/17

LIST OF CONTENTS

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

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 Air Conditioners, AC Ducting and AC Drain for 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 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 | <p>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.</p> <p>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.</p> <p>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.</p> |
| 22. Award Criteria | <p>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.</p> |
| 22 a Procuring Agency’s right to vary quantities at the time of award | <p>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.</p> |
| 23. Procuring agency’s Right to Accept any Bid and to Reject any or All Bids | <p>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.</p> <p>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.</p> |

- 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 compete 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 amy elect:

- (a) to have nay 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 Air Conditioners, AC Ducting and AC Drain for 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.

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

S. No	Items	Quantity	Time of Delivery from date of Award	Location of Supply
1.	Air Conditioner	4.	Delivery within One Month	for Civil Engineering NEDUET
2.	AC Ducting	40.		
3.	AC Drain	40.		

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

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

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/AC/6493/17

Item Code No.	Description of items/specifications	Unit	Total Quantity Required	Price in Pak. Rupees	
				Unit Price	Total Amount
01.	Air Conditioners Supply & Installation of Split type A/C unit having loading capacity 18000 BTU/HR, (01.5 Tons). Single phase complete with heat exchanger, safety devices, compressor (Reciprocating / rotary) with high static pressure, wall / roof mounted. With all controls. Sharp/Mitsubishi (Thailand)/General Brand, with remote control. fixing (by wooden screw) of 04 unit with 10ft copper tubing, insulation, internal wiring, 3 core flexible wire 70/.0076 of Pakistan cable/ AGE/ Pioneer make, angle bracket 2"x2" (heavy duty) 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 AC Consultant Committee / Directorate of Services / Engineer. Or Equivalent	Nos.	04.		
02.	AC Ducting Supply & fixing durra duct/PVC channel 60x60mm of Adamjee/ Hitachi/ KSS Taiwan make, on copper tubing of 04 units, complete with all respect as shown in drawing and as approved by AC Consultant Committee / Directorate of Services. Or Equivalent	ft.	40		
03.	AC Drain Supply & laying concealed drain line UPVC pipe 3/4" of Pak Arab/ Dadex/ AGM make, of 04 units concealed in wall and floor, joint with solution of AGM or Dadex make. Complete with all respect, as shown in drawing and as approved by AC Consultant Committee / Directorate of Services/ Engineer Or Equivalent	ft.	40		
	TOTAL				
	ADD:GST				
	TOTAL AMOUNT WITH GST				

Signature & Stamp of Tenderer