



NOTICE INVITING RE-TENDER

Sealed percentage/item rate tenders (Single Stage-One Envelope) are invited on prescribed form from well reputed firms/contractor/service provider meeting with eligibility criteria, viz having registration with FBR for income tax, Sales Tax in case of procurement of goods, registration with SRB in case of procurement of works and services and registration with PEC as the case may be and are not black listed in any procuring agency or authority, for following works;

The Detail of tender is as under;

S#	Name of Work	Estimate d Cost	Tender Fee (Non-Refundable)	Earnest Money	Completion Period
1	Supply of Laptops & Air-Conditioner at CEAD, MUET, Jamshoro	0.411M	2,000.00	5%	One Month

The above tenders can be obtained upto 2nd May, 2018 and will be received back on 3rd May, 2018 at 12:30PM and will be opened on same date at 1:00PM

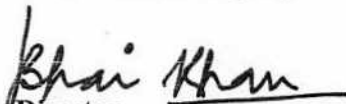
The Tender documents of above work are available on CEAD website (www.cead.edu.pk) and SPPRA website i.e. www.pprasinhd.gov.pk and can be had from the office of undersigned during the date of purchase as mentioned and will be opened on the date of opening as shown above in presence of contractors/Representatives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

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

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

Copy for kind information to;

1. The Director (A&F) SPPRA, Karachi for publication on SPPRA, Website.
2. Engr. Allah Bux Solangi, Incharge Incharge Executive Engineer (Civil) University of Sindh. Member of PC.
3. The Secretary to Chairman BoG/Vice Chancellor, MUET, Jamshoro.
4. The In-charge System Administrative, CEAD, MUET, Jamshoro for publication on CEAD, MUET, Website.


Director,
CEAD, MUET, Jamshoro

SPPRA INWARD DIARY
NO : 7999
DATED 12-04-2018



Centre of Excellence in Arts & Design, MUET, Jamshoro
East Toll Plaza Super Highway, Jamshoro. Engineering Section 022-2110019

No. Dir/CEAD/8/2016
Date: 14th January, 2016

NOTIFICATION:

It is notified for information to all concerned that in compliance with the Rules 31 of SPPRA the Chairman, Board of Governors, CEAD/Vice Chancellor, MUET, Jamshoro vide approval No.MUET/VC/63 dated 13th January, 2016 has been pleased to constitute the following "**Complaint Redressal Committee**" for Centre of Excellence in Arts & Design, MUET, Jamshoro with immediate effect till further orders;

- | | |
|--|---|
| 1. Prof. Dr. Bhai Khan Shar
Director,
CEAD, MUET, Jamshoro | Convener |
| 2. Engr. Abdul Qadir Sheikh,
Retired Chief Engineer,
Department, Government of Sindh | Member/Independent Professional from relevant field |
| 3. Engr. Muneer Ahmed Shaikh
Director Finance,
MUET, Jamshoro. | Member |

The Committee will address the complaints of bidders that may occur during the procurement proceeding and give decision of the complaint within seven days and communicate to bidder(s).

Director,
CEAD, MUET, Jamshoro

Copy with compliments for kind information to:

1. The Managing Director; Government of Sindh SPPRA Karachi.
2. Engr. Muneer Ahmed Shaikh, Director Finance, MUET, Jamshoro
3. Engr. Abdul Qadir Shaikh, Retired Chief Engineer, CW Department, Government of Pakistan.
4. Secretary to Chairman, BoG, CEAD / Vice Chancellor, MUET, Jamshoro.
5. Resident Audit officer, MUET, Jamshoro.
6. Account Officer, CEAD, MUET, Jamshoro

Director,
CEAD, MUET, Jamshoro
14/01/2016



Centre of Excellence in Arts & Design, MUET, Jamshoro
East Toll Plaza Super Highway, Jamshoro. Engineering Section 022-9213600

No. Dir/CEAD/270/2017
Date: 19th July, 2017

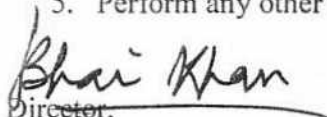
NOTIFICATION:

In-continuation with this office Notification No.CEAD/Dir/144/2014 dated 6th May, 2014, the Chairman, Board of Governors, CEAD//Vice Chancellor, MUET, Jamshoro vide approval No.MUET/VC/2080 dated 18th July, 2017 has pleased to re-constitute the following Procurement Committee for Centre of Excellence in Art & Design, MUET, Jamshoro with immediate effect till further orders;

- | | |
|--|------------------|
| 1. Prof. Dr. Bhai Khan Shar
Director,
CEAD, MUET, Jamshoro | Convener |
| 2. Engr. Allah Bux Solangi
In-charge Executive Engineer,
University of Sindh, Jamshoro | External Member |
| 3. Engr. Mukesh Kumar Vasu
Assistant Engineer,
CEAD, MUET, Jamshoro | Member/Secretary |

The Procurement Committee will act in accordance with SPPRA Rules and to deal with following procurement matters of having value over Rs. 0.10 Million as cost estimates;

1. Preparing bidding documents.
2. Carrying out technical as well as financial evaluation of the bids.
3. Preparing evaluation report as provided in Rule 45 of SPPRA.
4. Making recommendations to the competent authority for the award of contract.
5. Perform any other function ancillary and incidental to the above.

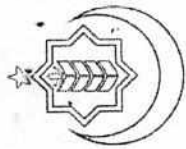

Director,
CEAD, MUET, Jamshoro

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3. Secretary to Chairman, BoG, CEAD / Vice Chancellor, MUET, Jamshoro.
4. Resident Audit officer, MUET, Jamshoro
5. Deputy Director Finance, CEAD, MUET, Jamshoro

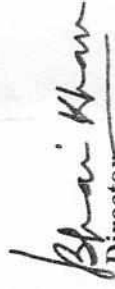

Director,
CEAD, MUET, Jamshoro

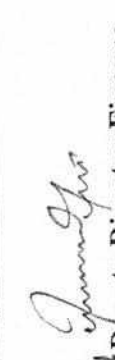


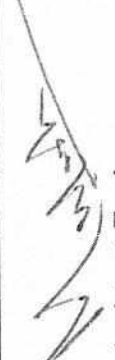


Revised Annual Procurement Plan (Works, GOODS & Services) Financial Year 2017-18

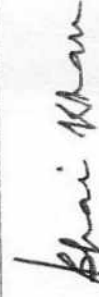
S.No	Description of Procurement	Quantity (Where Applicable)	Estimated Unit Cost (Where applicable Millions)	Funds Allocated (Millions)	Source of Funds (ADPs/Non ADPs)	Proposed Procurement Method	Times of Procurement	Remarks
1.	Printing of Prospectus for 18-Batch	--	0.5	0.50	Non ADPs	Single Stage One Envelope	1 st Qtr	Recurring Grant
2.	Supply of General Order (Store Item)	--	2.165	2.615	Non ADPs	Single Stage One Envelope	1 st Qtr	Recurring Grant
3.	Out Sources (Transport Service)	--	2.760	2.760	Non ADPs	Single Stage One Envelope	1 st Qtr	Recurring Grant
4.	Out Sources (Water Supply Service)	--	1.500	1.500	Non ADPs	Single Stage One Envelope	1 st Qtr	Recurring Grant
5.	Supply & Installation of Bio Metric System at CEAD, MUET, Jamshoro	--	0.293	0.293	Non ADPs	Single Stage One Envelope	2 nd Qtr	Recurring Grant
6.	Renovation Of Canteen, Nursery and Leveling of Earth For Landscaping, CEAD, MUET, Jamshoro	--	2.514	2.514	Non ADPs	Single Stage One Envelope	2 nd Qtr	Recurring Grant



Director,
CEAD, MUET, Jamshoro


Deputy Director Finance,
CEAD, MUET, Jamshoro


Assistant Engineer,
CEAD, MUET, Jamshoro

S.No	Description of Procurement	Quantity (Where Applicable)	Estimated Unit Cost (Where applicable Millions)	Funds Allocated (Millions)	Source of Funds (ADPs/Non ADPs)	Proposed Procurement Method	Times of Procurement	Remarks
7.	Alteration, Repair and Colour work in Architecture Department, CEAD, MUET, Jamshoro	--	1.499	1.499	Non ADPs	Single Stage One Envelope	3 rd Qtr	Recurring Grant
8.	Supply of Hard Drive & Rams at CEAD, MUET, Jamshoro.	--	0.497	0.497	Non ADPs	Single Stage One Envelope	3 rd Qtr	Recurring Grant
9.	Supply of Laptops & Air-Conditioner at CEAD, MUET, Jamshoro	--	0.411	0.411	Non ADPs	Single Stage One Envelope	3 rd Qtr	Recurring Grant
10.	Supply of Heads, INKs & Solution of Digital Fabric Printer at CEAD, MUET, Jamshoro	--	0.560	0.560	Non ADPs	Single Stage One Envelope	3 rd Qtr	Recurring Grant
11.	Alteration, Repair and Colour work in Ceramic Design, CEAD, MUET, Jamshoro	--	1.246	1.246	Non ADPs	Single Stage One Envelope	3 rd Qtr	Recurring Grant
12.	Alteration, Repair and Colour work in Textile Design, CEAD, MUET, Jamshoro	--	1.104	1.104	Non ADPs	Single Stage One Envelope	3 rd Qtr	Recurring Grant


Ghazi Khan
 Director,
 CEAD, MUET, Jamshoro


 Deputy Director Finance,
 CEAD, MUET, Jamshoro


 Assistant Engineer,
 CEAD, MUET, Jamshoro



TENDER DOCUMENT

For

SUPPLY OF LAPTOPS & AIR-CONDITIONER

Issue to;

M/s _____

at

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



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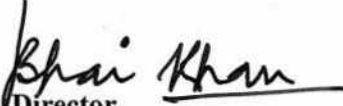
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Director,
CEAD, MUET, Jamshoro

SALIENT FEATURES OF THE PROJECT/BID DATA SHEET

1	Tender Description /Name of work/items	SUPPLY OF LAPTOPS & AIR- CONDITIONER AT CEAD, MUET, JAMSHORO.
2	Name of Firm/Bidder	
3	Date of Issue of Tender	
4	Place of Issue of Tender	Office of the Director, CEAD, MUET, Jamshoro.
5	Place of Submission of Tender	Office of the Director, CEAD, MUET, Jamshoro
6	Last Date & Time for submission of Tender	_____
7	Bid Validity Period	90 days
8	Date & Time for opening of Tender	
9	Place of Tender opening	Office of the Director,
10	Earnest Money in the shape of Call Deposit or Bank Draft to submitted along with Tender	5% (Five Percent) of the Tendered amount
11	Commencement of works	Within 7-days after the issue of Engineer's Notice to commence of Work
12	Time and Completion of the Project from the date of Commencement of Work	01 (One) Month.
13	Liquidated Damages for delay in case of non-completion of Work within stipulated time	0.2% (Point Two Percent) per working day to a maximum of 10% of the contract Price.
14	Defect liability or Maintenance Period	01 (One) Months from the date of completion Certificate/ Final Payment.
15	Percentage of Retention Money	5 % (Five Percent) of the value of interim Certificate
16	Return of Retention Money	On expiry of defect liability or Maintenance Period.

Signature & Stamp of Contractor

BID EVALUATION CRITERIA

SINGLE STAGE-ONE ENVELOPE PROCEDURE

1. Registrations with Income Tax and Federal Board of Revenue (FBR) GST;
2. Turn-over of (3.0 Millions) at least three years;
3. Required Tender Fee;
4. Required Bid Security is attached;
5. Each Bid shall comprise one single envelope containing the financial proposal and required information mentioned as mention in NIT;
6. Bid is signed, Named and Stamped by authorized person of firm along with authorization letter;
7. The bidder should submit affidavit (Copy Attached at page No.5) to the effect that the firm/Contractor have not been black listed previously by any executing Procuring Agency.
8. Bid will be recommended on basis of lowest price.

BID AFFIDAVIT/DECLARATION FORM/CERTIFICATE

Name of firm: _____
NTN No. (Copy attached) _____ FBR No. (Copy attached) _____
Name of authorized person: _____
CNIC No.(Copy attached): _____
Name of Work/project _____
Cell No. _____ Postal Address _____

I/We solemnly affirm as under;

1. The tender document set was downloaded/purchased by us and is being submitted without any alteration, deletions, additions or changes.
2. I/We further affirm that I/we have gone through the tender documents completely and understood the contents, letter & spirit. I/We further that except for these deviation highlighted as above, all the term and condition of the tender set are acceptable to us and we hereby accept and agree to abide by all the other Terms & conditions contained in the tender document set.
3. I/we also affirm that I/we are not blacklisted by any of Government, Semi Government and Autonomous Body from participating in tenders.
4. Our firm are not involved in any litigation with or against any of Government, Semi Government and Autonomous Body.
5. I/we understand that in case it is found subsequently that the submitted Tender Document Set was altered or tempered with, in any manner, then our bid is liable to be rejected or in case a purchase order is placed on us basis tampered document, then the order is liable to be cancelled without any further reference to us.
6. I/we on the behalf of my firm declare that all the decisions made by the Centre/University Authorities will be acceptable to me/my partners and my/our legal dependents and we have no legal right to go against those decisions in any of the Government Line Department.
7. We also declare that none of my blood relative is working in the CEAD, MUET, Jamshoro.

This Affidavit/ Declaration is given by me on the behalf of my firm/ partners today dated by our own will and accord without any pressure and to serve the official purpose of the CEAD, MUET, Jamshoro.

Signatures:

Name:

Stamp:

Name & Signed (by all of the partners if any):

ARTICLES OF AGREEMENT

This Agreement made on _____ day of _____ 2017, by and between the Director CEAD, MUET, located at Jamshoro, Sindh, including his successors in office and Assignees / Agents, acting through the Project Director, CEAD, MUET, hereinafter called the "Procuring Agency", of the one part,

And _____ of
(Name and designation of the authorized person)

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

Whereas the Centre requires General Items of Store at Jamshoro, and whereas the **Contractor** has agreed to supply the said items valued at Rs. _____ (in figures and words) in the period of _____ months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the **Contractor**.

(Amount in figures and words)

Now this Agreement witnesses as follows:

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

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

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

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

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

WITNESSES:

Centre _____

Contractor _____

Witness No.1:

Signature: _____

Name: _____

Designation: _____

Witness No.1:

Signature: _____

Name: _____

Designation: _____

Witness No.2:

Signature: _____

Name: _____

Designation: _____

Witness No.2:

Signature: _____

Name: _____

Designation: _____

INSTRUCTIONS TO BIDDERS

The Centre of Excellence in Arts & Design, MUET, Jamshoro intends to purchase General store items from the recurring cost of CEAD, MUET, Jamshoro. The purchase will be financed through the cash provided by the Government of Pakistan. This tender is issued for the supply, installation, putting into operation and demonstration of the working of the Laboratory Equipment as per the Schedule of requirements given in this Tender Document.

PREPARATION OF TENDER.

1. Language of Tender

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

2. Submission of Tender

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

3. Contract Performance Bond

- a) The tenderer shall enclose with his/her tender a **Earnest**, issued by a scheduled/commercial bank doing business in Pakistan, for an amount equivalent to **2% of the total cost** of the Equipment offered as per the Tender submitted by

him/her,. The Earnest Money shall be in favor of the Director, Centre of Excellence in Arts & Design, MUET, Jamshoro, including his successor in office.

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

4. **Quality of Stores.**

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

5. **Literature.**

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

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

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

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

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

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

7. **Country of Origin.**

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

8. **Alternative Proposal.**

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

9. **Prices.**

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

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

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

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

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

PART-1. Payment in Foreign Currency.

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

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

PART-2 Payment in Pakistani Rupees.

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

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

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

1. Validity of Prices/Tender

- a) The prices quoted shall be valid for a period of at least **120 days** from the date of opening of the tender.
- b) Until the final Contract is executed, the successful bidder shall be bound by the terms and conditions of this Tender Document.

2. Acceptance of the Terms

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

3. Delivery Period.

i. Shipment of Imported Items.

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

ii. Delivery Period.

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

iii. Delay in the Delivery of the Stores.

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

13. Negotiations.

Under no circumstances will the negotiations take place with any tenderer with regard to Specifications and Prices quoted and read out at the public opening of the tenders and with regard to the substance of the offer. The tenderers cannot revise their prices after the public opening of the tenders.

4. Rights of the Centre.

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

15. Evaluation of Bids.

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

16. Errors in the Bids.

- (i) Any arithmetic errors found during evaluation of bids will be rectified on the following basis:

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

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

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

CONDITIONS OF CONTRACT

1. **Scope of the Contract**

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

2. **Definition of Terms**

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

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

3. Contract Documents.

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

4. Signing of the Contract Agreement

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

5. Packing, Marking and Handling

- a) All the Stores, whether imported or locally manufactured / available, shall be delivered to the Centre at Jamshoro in **safe and secure condition** at the risk and cost of the Contractor.
- b) The packing, marking and handling shall be so arranged by the Contractor as to **prevent any loss of or damage** to the Stores.
- c) In case any of the items of the Stores are to be imported by the Contractor, the **import** shall be **arranged by the Contractor** himself / herself with such packing and marking and through such means as deemed fit by him / her for safe and secure delivery at Jamshoro. The packing of the equipment shall be the usual export packing to ensure safe journey by air, sea, rail and road, as the case may be, of the Stores to destination. Each packing shall be clearly marked in English with the following:
- i. Port of Destination: KARACHI.
 - ii. Name of the Ship: _____
 - iii. Name of the Consignee: DIRECTOR
CENTRE OF EXCELLENCE IN ARTS
& DESIGN, MUET, JAMSHORO.
- i. Name of the Contractor: CONTRACTOR'S NAME & ADDRESS
- ii. Case Number & Contents: _____

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

CEAD

6. Transportation and Shipment

a. For Stores to be Imported

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

b. For Stores Manufactured / Available in Pakistan

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

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

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

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

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

8. **Insurance**

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

9. **On-arrival Inspection**

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

10. **Taking Over**

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

11. **Installation and Demonstration of Stores**

a). **Installation**

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

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

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

b) Demonstration

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

12. Completion Certificate

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

13. Terms of Payment

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

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

- i. For all those items of Stores for which the completion certificate has been issued by the Centre, as stated in Clause **10** above, the Centre will pay to the Contractor Seventy Percent (70%) of total price of the items quoted by the Contractor, the remaining thirty percent (30%) will be paid after presentation of the completion, as stated in clause 12 above.
- ii. The payment for those items of Stores for which the completion certificate has not been issued by the Centre, as stated in Clause **10** above, will be with-held and released only after the damaged items are replaced / repaired, re-inspected and found in satisfactory condition with consequent issuance of the completion certificate. The payment will be made in the same manner as stated in Clause **13 a) i** above

- c) CATEGORY B **Stores imported from Approved Countries**

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

Part-1 Payment in foreign currency

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

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

The required shipping document includes;

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

Part-II Payment in Pakistani Rupees.

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

14. Warranty / Guaranty

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

15. Breach of Contract

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

16. Contractor's Default Liability

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

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

17. Bankruptcy

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

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

18. Termination of Contract

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

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

19. Force Majeure.

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

20. Rejection

- a) In the event any portion of the Stores supplied by the Contractor is found before taking over to be **defective in material or workmanship**, or otherwise not in conformity with the requirements of the Contract, the Centre shall have the right to either reject or require, in writing, rectification of the Stores. In the later case, the Contractor shall with utmost diligence, and at his own expense, make good the defects so specified or replace the defective Stores. If the Contractor fails to rectify or replace the rejected Stores, the Centre may adopt any of the following options:
- i) **Replace or Rectify**, at its option, such defective Stores and charge to the Contractor the excess cost occasioned to the Centre plus (15%) fifteen percent; or
 - ii) Acquire the said Stores at a **reduced price** considered equitable under the circumstances; or
 - iii) **Terminate the Contract** as provided in Clause 18 of these Conditions of Contract.
- b) Nothing in this Clause shall affect any claim by the Centre under Clause 22 hereafter.

21. Extension of Time

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

22. Delay in Delivery - Liquidated Damages

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

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

23. Period of Guarantee

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

24. Non-assignment

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

25. Expenditure under Contract

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

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

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

27. Payments Due from the Contractor

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

28 Legal Proceedings

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

29. Dispute

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

30. Arbitration

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

FORM OF TENDER
(LETTER OF OFFER)

Tender Reference No. _____

Dated _____

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

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

Dear Sir,

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

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

Dated this _____ day of _____ 2011

Signature _____ in the capacity of _____ duly authorized

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

Address: _____

Witness:
Name: _____

Address: _____

Occupation: _____

TENDER PARTICULARS

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

1. Conformation of Stores:

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

2. Manufacturing Details:

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

3. Delivery Schedule:

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

4. Packing Specification:

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

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

Due by _____ hours on _____
(time) (date) (month) (year)

SCHEDULE TO TENDER NO. _____ DATED _____

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

Delivery on or before _____
(date) (month) (year)

Rates and amount to be quoted in Pakistani Rupees

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

It is certifies that:

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

(signature of the authorized person)

SEAL

(name of the authorized person)

(name of the Tenderer)

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

Due by _____ hours on _____
(time) (date) (month) (year)

SCHEDULE TO TENDER NO. _____ DATED _____

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

Delivery on or before _____
(date) (month) (year)

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

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

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

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

(Continued on the next page)

NOTE:

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

S. No.	Code/ Item No.	Description of Stores	Total C&F Price for Part 1	Currency	Exchange Rate	Total Price for Part 1 (Rs.)	Total Price for Part II (Rs.)	Total Cost (Rs.)
1	2	3	4	5	6	7	8	9

It is certified that:

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

(name of the Tenderer)

(signature of the authorized person)

(name of the authorized person)

SEAL

Statement Describing Deviation from Specifications.

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

(signature of the authorized person)

SEAL

(name of the authorized person)

On behalf of

(name and address of the Tenderer)

Manufacturer's Authorization Form

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

To: [name of the Procuring agency]

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

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

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

[Signature for and on behalf of Manufacturer]

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

BOQS

BILL OF QUANTITY

SUPPLY OF LAPTOPS & AIR-CONDITIONER AT CEAD, MUET, JAMSHORO

S.No.	Name of Items	Qty	Unit Cost Rs.	Total amount Rs.
1.	Dell Inspiron or Equivalent 15 5570 - 8th Gen Ci7 QuadCore 08GB 1TB 4-GB AMD Radeon 530 GDDR5 15.6" Full HD LED 1080p LED Backlit KB FP Reader 1.8 GHz Turbo Boost 4.0 (8 MB Chache, 08 GB Ram, 8GB, DDR4, 2400MHz, 1TB HDD 5400 RPM, Built-in-tray load DVD(Read & Write),1 3in 1SD media card reader (SD,SDHC, SDXC), 4-GB AMD Radeon 530 GDDR5 graphics, 15.6" FHD91920x1080) Anti-Glare LED Backlit Display, Fingerprint Reader 3-cell Battery etc	01		
2.	HP Spectre or equivalent X360 15T 8th Gen Ci7 QuadCore 08 GB DDR4 512GB PCI SSD 2GB NVIDIA GeForce MX150, W10 Genuine Window, B &O Speakers 15.6" Ultra HD Convertible Touchscreen, 6-cell, 79.2 Whr Battery etc	01		
3.	Split Air Conditioner Split AC Gree or equivalent Supply & Fixing of Air Conditioner 1.5 Ton with Fitting, wire, Breaker & all accessories completed	01		

Signature & Stamp of Bidder on each page