



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

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

"Say NO to Corruption"

No. PC/6207/851

Dated: 26/10/2016.

NOTICE INVITING TENDERS

All interested Contractors / Firms / Parties / Companies meeting eligibility criteria, viz. having registration with FBR for Income Tax, Sales Tax in case of procurement of goods, registration with the Sindh Revenue Board in case of procurement of Works and Services and registration with Pakistan Engineering Council as the case may be and are not black listed in any procuring agency or authority, are invited to participate in tender on the basis of Single Stage One Envelop procedure for the followings:

S#	Tender		Tender Schedule – Date and Time				Tender Fee
	Number	Work	Issue / Sale		Submission	Opening	
			From	To			
1	DDS(C) /WORK/CITY CAMPUS/21/2016	Development Studies Classrooms at City Campus	31-10-2016	21-11-2016	22-11-2016 10:00 AM	22-11-2016 10:30 AM	1000/-
2	DDS (C) /EXTERNALDEVE LOPMENT/GIRLS HOSTEL/23/2016	Renovation of Old Girls Hostel Unit No.2	31-10-2016	21-11-2016	22-11-2016 10:30 AM	22-11-2016 11:00 AM	1000/-
3	PC/NED/UDWP/CL /01/16	Procurement of Computers & Accessories for Engr. Abul Kalam Library	31-10-2016	22-11-2016	23-11-2016 10-30 AM	23-11-2016 11-00 AM	1000/-
4	PC/NED/CE/SERV ER/6305/16	Procurement of Servers for Civil Engineering Deptt.	31-10-2016	22-11-2016	23-11-2016 11-00 AM	23-11-2016 11-30 AM	1000/-
5	PC/NED/BEME/CO MPUTER/6337/16	Procurement of Desktop computer Bio-Medical Engg.	31-10-2016	22-11-2016	23-11-2016 11:30 AM	23-11-2016 12:00 PM	1000/-

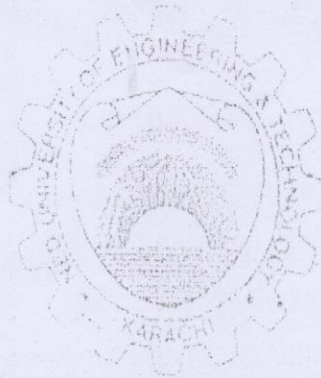
Bid Security @ 2.5% of the total bid cost PO in favor of Director Finance

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

A complete detail and specifications of the aforesaid tenders can be downloaded from the University website and SPPRA Website www.pprasindh.gov.pk. Procuring Agency may reject all or any bid subject to the provision of relevant Rules of SPPRA. Bidders are requested to give their Best and Final Prices as "No Negotiations" are expected.

Director/Procurement
26/10/2016

UNIVERSITY OF ENGINEERING & TECHNOLOGY



TENDER DOCUMENT

Directorate of Services

TITLE OF THE JOB

DEVELOPMENT STUDIES CLASSROOMS DEVELOPED
AT FIRST FLOOR IN A HALL
BUILDING # 02, CITY CAMPUS

DDS(C)/WORK/CITY CAMPUS/21/2016

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01/01/16

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04/11/2016

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

Directorate of Services

To,

The Director Services
NED University of Engineering & Technology
Karachi

Subject: - DEVELOPMENT STUDIES CLASSROOMS DEVELOPED AT
FIRST FLOOR IN A HALL BUILDING # 02, CITY CAMPUS

1. Having examined the instructions to the tenders, drawings, conditions of contract (General conditions and the conditions of particular application), and specifications, bill of quantities and having visited and inspected the site of the above named works, I/We the undersigned offer to carryout, complete the above works/stipples in conformity with the said instructions to tenders; conditions of work order/contract; specifications, Bill of Quantities, for the following sums or such other sum as may be ascertained in accordance with said conditions.

Rs. _____ /- (Rupees _____)

2. We under take if my/our tender is accepted to commence the works within one week of recognized of the work order.
3. We agree to abide by this tender for a period of 90 days from the date of opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of the said period of 60 days.
4. I/We understand that you are not bound to accept the lowest or any tender you may receive and you may reject any or all tenders without assigning any reason.

Signature of Contractor/Seal of Firm
Authorised Representative of Firm

ASR
04/08/16

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

Directorate of Services

Terms & Condition

1. The work/supply is required within 90 days from the date of letter of award.
2. Inspection: *Nominated Inspection Committee will make inspection of work by CRD/DS/DDSIC/DDS (E)/ADS(C)/ADS(E)/WS (Mech.) Craftsman Instructor.*
3. 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.
4. Quantities shown in the quotation are approximate and no claim shall be entertained for quantities of executed being 30% more or less than those entered in the B.O.Q.
5. All prices will include all costs of performing the works including labour, material, income tax, GST, octroi charges, royalties & transportation etc. as mentioned in B.O.Q.
6. No subletting of all or any part of work will be allowed at any cost reasons.
7. The supplier will see the site/sample before quoting the rates.
8. Store will be delivered at NED University, Main Campus.
9. Central Stores and Inspection Officer will issue inspection certificate after inspection through Inspection Committee. N/A
10. If the work/supply is not found according to the specification and samples provided, will be rejected at risk and cost of the manufacturer and in case the manufacturer fails to work/supply the order, the firm will be black listed.
11. Payments: -
 - 11.1 The actual sum to be paid shall be determined by quantifying/measurements of items actually supplied valuing it at the rates/prices quoted in the approved quotations.
 - 11.2 10% security deposit will be retained from each bill up to a period of six months from the date of supply of order.
 - 11.3 Part payment against part supply can be allowed.

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Handwritten signature and title: Director Services

APPENDIX TO FORM OF TENDER (BIDDING DATA)

(a). Name & Address of Procuring Agency	NED University of Engineering & Technology, Main University road, Karachi.
(b) Brief Description of Works	Development Studies Classrooms Developed at first floor in a hall Buildings#02, city campus
(c) Amount of Bid Security	2.50% in shape of Payorder in favor of Director Finance NEDUET, Karachi.
(d). Period of Bid Validity (days)	90 days
(e). Time of Completion	Six Months
(f). Time of Maintenance	Six Months
(g). Period of commencement from	Within one Week receipt of letter of intent
(h). <u>Percentage of retention</u>	10% Deductible from each running bill
(i). Performance Bond	10%
(j). Deadline for Submission of Bids along with time.	
(k). Liquidity damages:	(0.1% of the contract amount per day for the remains un-commenced and un-completed after due date maximum of 10% and after than termination of contract
(l). Minimum amount of Interim Certificate	50%
(m). Eligibility	<ul style="list-style-type: none"> - Registration with FBR for Income Tax, Sales Tax in case of procurement of goods, registration with the Sindh Revenue Board in case of Procurement of Works and Services and registration with Pakistan Engineering Council as the case may and are not black listed in any procuring agency or authority. - At least three years relevant experience - At least three years turnover details

Director Procurement

INSTRUCTIONS TO TENDERS

- a) Director of Services, NED University of Engineering & Technology, calls tenders for the repair/constructions/replacement/supply in accordance with the Bill of Quantities attached here to be submitted by or before ~~10:00 A.M.~~ Tenders cost will not be reimbursed for any cost of any kind whatsoever incurred in connection with the preparations and submission of their tenders.
- b) The tender for the each work should be in the sealed envelope bearing name of the work/contractor/firm clearly marked and addressed to Controller of Services, NED University of Engineering & Technology, Karachi.
- c) The tender may be delivered in person or sent by registered mail so as to reach on or before the date & time stated above. Any tender received after the stipulated time will not be considered regardless of the cause of delay.
- d) All tenders are invited to be present for the opening of the tender ~~at 11:00 A.M.~~ at 11:00 A.M. The name of each tenderer and his total contract price only will be read aloud and recorded.
- e) Any tender/tenders without earnest money will not be entertained. Earnest money of the awarding supplier may be return after successful delivery of the furniture. If the supplier fails to supply the quoted/awarded items within the stipulated time his/her work order will be cancelled as per rule and earnest money shall also be forfeited.
- f) Detailed particulars of the work/works can be seen in the Services Department on any working day during the office hours.
- g) Tenders shall be made in the forms supplied therefore, with all items and blanks properly filled in. All data and figures and the signature of persons signing the tender shall be in ink. The completed forms should be without interlineations, alterations or erasures but if these are necessary to correct errors made by the tenderer, person(s) signing the tender shall initial them. Conditional tenders will not be accepted.
- h) All unit prices filled in the schedule of quantities shall be firm. The unit prices against each item of work and estimate amount and all other data called for shall be given.
- i) All prices quoted shall be deemed to include all costs of performing the works, including labour, materials, income tax, duties, octroi charges, royalties permit etc. and no claim whatsoever shall be accepted in case of escalation any or all prices entered in rate of bid.

Handwritten signature and date: 04/08/16

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- j) The actual sum to be paid to the contractor whose tender is accepted shall be determined by measuring the work actually done or supplying/repairing the actual number of items in accordance with the work order and valuing it at the rates or prices by the contractor in the tender.
- k) "Incase of a discrepancy between the unit price and amount entered for any item in the schedule of quantities, the unit price will be taken as correct and the amount will be adjusted accordingly when the tender is being examined".
- l) 10% security deposit will be deducted from each bill on the paid amount of the contract which will be returned after maintenance period of six months.
- m) The tender must be signed on each and every page by a person(s) authorized to do so.
- n) The samples can be seen on any working day during the office hours.
- o) "Engineer" means the Director Services of the University or any other Engineer appointed by him.

ASB
04/08/16

[Handwritten Signature]

Director Services

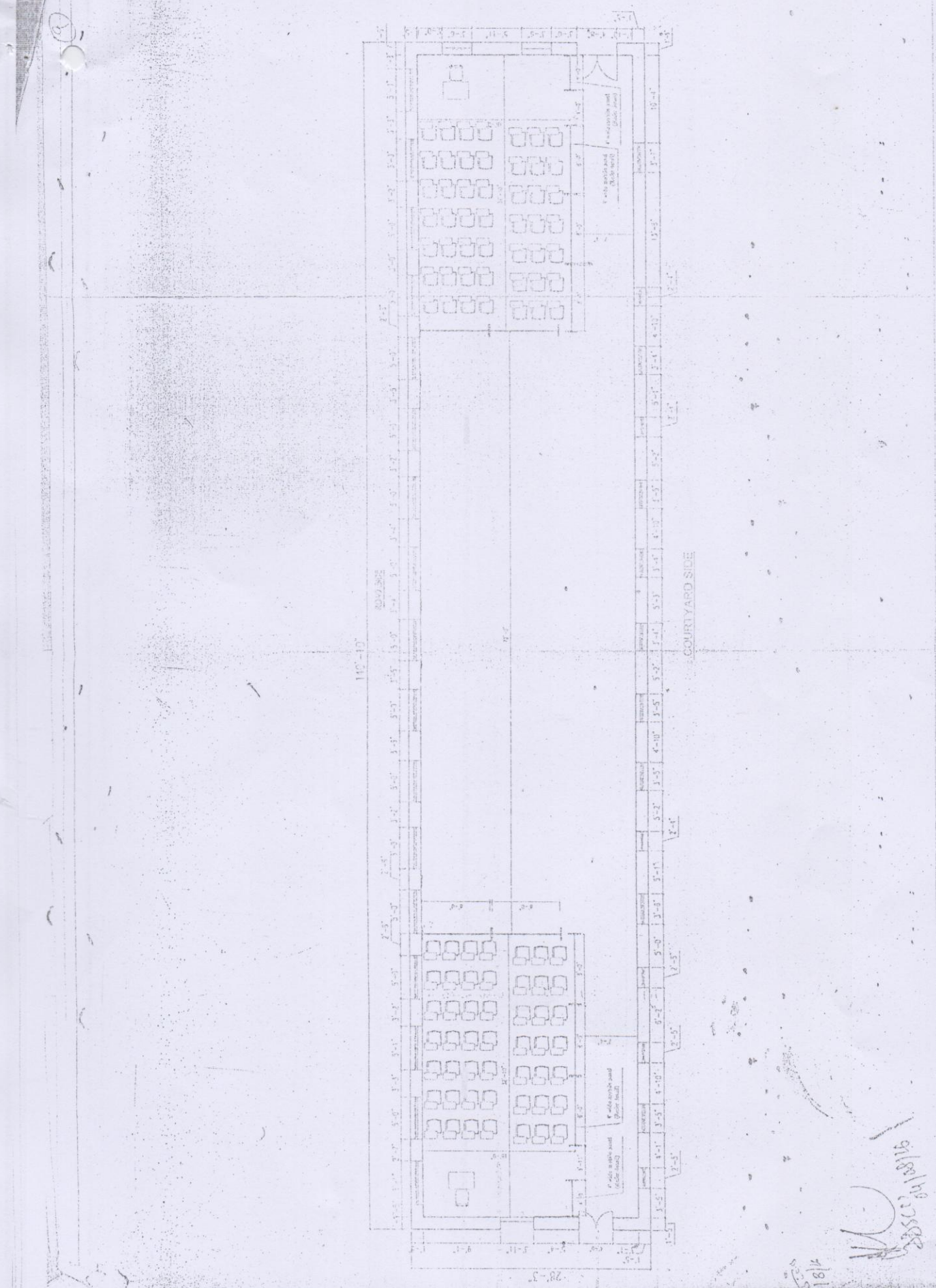
Subject: B.O.Q. FOR DEVELOPMENT STUDIES CLASSROOMS DEVELOPED AT FIRST FLOOR IN A HALL BUILDING # 02, CITY CAMPUS

Sr. No.	Description of Items	Qty. & Unit	Rate/Unit (Rs.)	Total Cost (Rs)
PARTITION WORK				
01	Providing, fabricating and installing partition boards to create classrooms in the hall. Each board of 8' width and 7' height will be made with iron frame structure and soft board panels cladded with fabric as per drawing and sample available and shown at site.	12 Nos.		
FLOORING WORK				
02	Removal of existing cement flooring and providing and laying 75mm 1:2:4 concrete with power float finish. Complete in all respects Electricity and water to be provided by the client at site	3595.50 Sft		
03	Providing and laying 25.4 mm thick 305 mm x 305 mm (12" x 12") cement concrete tiles in silver grey finish including grinding and polishing.	3595.50 Sft		
PAINTING AND POLISHING WORK				
04	Providing and applying matt finish paint, (ICI or equivalent) in approved colors to walls with roller, including scraping all surfaces primers, filling, smoothening, including all base and finish coats as recommended by the paint manufacturers and as per directed by the Consultant.	55 Sft		
05	Providing and applying clear Jotun (or equivalent) varnish on all wooden doors, windows, ventilators. It includes cleaning and removing existing stains. It also includes the cost of providing and fixing missing hardware and replacement of broken glasses.	Lump Sum		
ELECTRICAL FIXTURES & FITTINGS WORK				
06	Providing and fixing ceiling fans, 56" deluxe Pak or equivalent.	12 Nos.		
07	Providing and fixing lighting shades (hanging) having two tube lights (Philips) of 40 watts each in each assembly <u>or equivalent.</u>	25 Nos.		
Total Amount				

Signature of Contractor with Seal

W.P. (Assoc) 2/8

(Signature)
 (Assoc) 04/08/16



11C-10

COURTYARD SIDE

11814

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DEPARTMENT OF ARCHITECTURE & PLANNING

STATE OF CALIFORNIA

UNIVERSITY OF CALIFORNIA

PLANNING DIVISION

DATE: 11/18/64

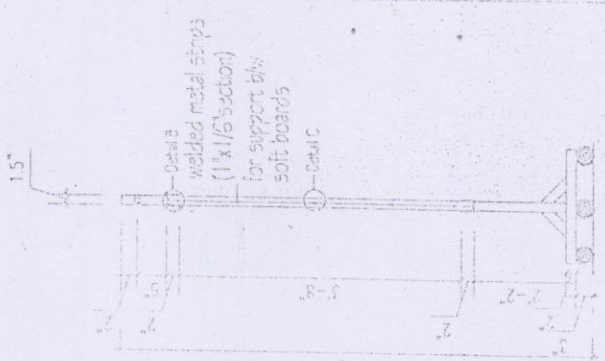
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SCALE: [illegible]

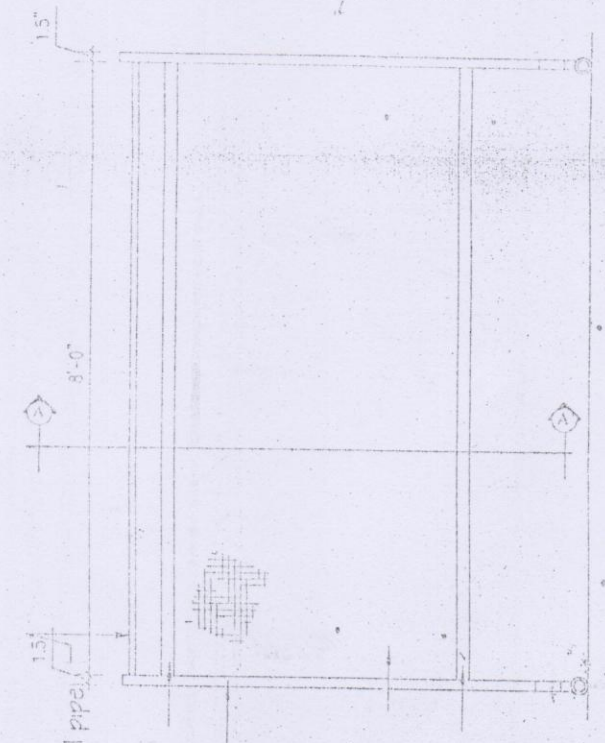
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CHECKED BY: [illegible]

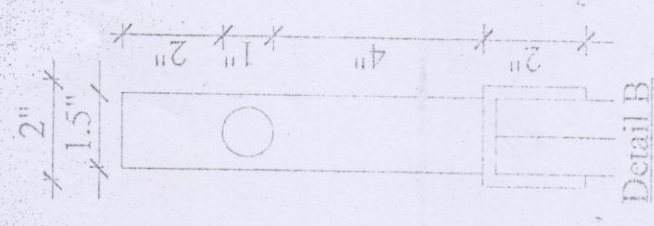
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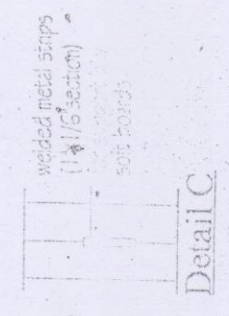
Section at A-A



Elevation



Detail B



Detail C

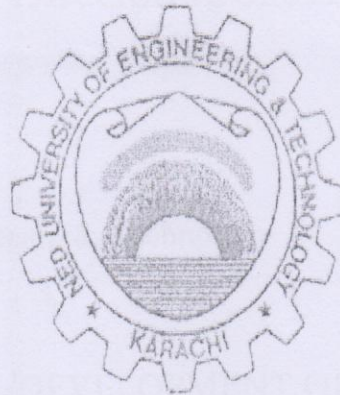
4/8/10
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DEPARTMENT OF ARCHITECTURE & PLANNING

AS B.D. UNIVERSITY OF ENGINEERING & TECHNOLOGY

PROJECT NO.	DATE	SCALE	BY	CHECKED
APPROVED BY: [Signature] PROJECT ENGINEER				
APPROVED BY: [Signature] SENIOR PROJECT ENGINEER				
APPROVED BY: [Signature] PROJECT SUPERVISOR				

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY



TENDER DOCUMENT

Directorate of Services

TITLE OF THE JOB

**EXTERNAL DEVELOPMENT OF SEWERAGE LINE & WATER
PROOFING WORK AT OLD GIRLS HOSTEL UNIT # 02
DDS(C)/EXTERNAL DEVELOPMENT/GIRLS HOSTEL/23/2016**

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

Directorate of Services

To,

The Director Services
NED University of Engineering & Technology
Karachi

Subject: - EXTERNAL DEVELOPMENT OF SEWERAGE LINE & WATER
PROOFING WORK AT OLD GIRLS HOSTEL UNIT # 02

1. Having examined the instructions to the tenders, drawings, conditions of contract (General conditions and the conditions of particular application), and specifications, bill of quantities and having visited and inspected the site of the above named works. I/We the undersigned offer to carryout, complete the above works/supplies in conformity with the said instructions to tenders; conditions of work order/contract, specifications, Bill of Quantities, for the following sums or such other sum as may be ascertained in accordance with said conditions.

Rs- _____/- (Rupees _____)

2. We undertake if my/our tender is accepted to commence the works within one week of recognized of the work order.
3. We agree to abide by this tender for a period of 90 days from the date of opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of the said period of 90 days.
4. I/We understand that you are not bound to accept the lowest or any tender you may receive and you may reject any or all tenders without assigning any reason.

Signature of Contractor/Seal of Firm
Authorised Representative of Firm

APPENDIX TO FORM OF TENDER (BIDDING DATA)

(a). Name & Address of Procuring Agency	NED University of Engineering & Technology, Main University road, Karachi.
(b) Brief Description of Works	External Development of Sewerage Line & Water proofing work at old girls hostel unit # 2
(c) Amount of Bid Security	2.50% in shape of Payorder in favor of Director Finance NEDUET, Karachi
(d). Period of Bid Validity (days)	90 days
(e). Time of Completion	Six Months
(f). Time of Maintenance	Six Months
(g). Period of commencement from	Within one Week receipt of letter of intent
(h). <u>Percentage of retention</u>	10% Deductible from each running bill
(i). Performance Bond	10%
(j). Deadline for Submission of Bids along with time.	
(k). Liquidity damages:	(0.1% of the contract amount per day for the remains un-commenced and un-completed after due date maximum of 10% and after than termination of contract
(l). Minimum amount of Interim Certificate	50%
(m). Eligibility	<ul style="list-style-type: none"> - Registration with FBR for Income Tax, Sales Tax in case of procurement of goods, registration with the Sindh Revenue Board in case of Procurement of Works and Services and registration with Pakistan Engineering Council as the case may and are not black listed in any procuring agency or authority. - At least three years relevant experience - At least three years turnover details

Director Procurement

INSTRUCTIONS TO TENDERS

- a) Director of Services, NED University of Engineering & Technology, calls tenders for the repair/constructions/replacement/supply in accordance with the Bill of Quantities attached here to be submitted by or before _____ am on _____, 2016. Tenders cost will not be reimbursed for any cost of any kind whatsoever incurred in connection with the preparations and submission of their tenders.
- b) The tender for the each work should be in the sealed envelope bearing name of the work/contractor/firm clearly marked and addressed to Controller of Services, NED University of Engineering & Technology, Karachi.
- c) The tender may be delivered in person or sent by registered mail so as to reach on or before the date & time stated above. Any tender received after the stipulated time will not be considered regardless of the cause of delay.
- d) All tenders are invited to be present for the opening of the tender on _____, 2016 at _____ A.M. The name of each tenderer and his total contract price only will be read aloud and recorded.
- e) Any tender/tenders without earnest money will not be entertained. Earnest money of the awarding supplier may be return after successful delivery of the furniture. If the supplier fails to supply the quoted/awarded items within the stipulated time his/her work order will be cancelled as per rule and earnest money shall also be forfeited.
- f) Detailed particulars of the work/works can be seen in the Services Department on any working day during the office hours.
- g) Tenders shall be made in the forms supplied therefore, with all items and blanks properly filled in. All data and figures and the signature of persons signing the tender shall be in ink.

The completed forms should be without interlineations, alterations or erasures but if these are necessary to correct errors made by the tenderer, person(s) signing the tender shall initial them. Conditional tenders will not be accepted.
- h) All unit prices filled in the schedule of quantities shall be firm. The unit prices against each item of work and estimate amount and all other data called for shall be given.
- i) All prices quoted shall be deemed to include all costs of performing the works, including labour, materials, income tax, duties, octori charges, royalties permit etc. and no claim whatsoever shall be accepted in case of escalation any or all prices entered in rate of bid.

P-30/c

- j) The actual sum to be paid to the contractor whose tender is accepted shall be determined by measuring the work actually done or supplying/repairing the actual number of items in accordance with the work order and valuing it at the rates or prices by the contractor in the tender.
- k) "Incase of a discrepancy between the unit price and amount entered for any item in the schedule of quantities, the unit price will be taken as correct and the amount will be adjusted accordingly when the tender is being examined".
- l) 10% security deposit will be deducted from each bill on the paid amount of the contract, which will be returned after maintenance period of six months.
- m) The tender must be signed on each and every page by a person(s) authorized to do so.
- n) The samples can be seen on any working day during the office hours.
- o) "Engineer" means the Director Services of the University or any other Engineer appointed by him.

Director Services

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY
Directorate of Services

Terms & Condition

1. Supply is required with in _____ days from the date of letter of award.
2. Inspection: *Nominated Inspection Committee will make Inspection of Renovation Work.*
PROVOST/DS/DDS(C)/DDS(E)/ADS(C)/ADS(E)
3. 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.
4. Quantities shown in the quotation are approximate and no claim shall be entertained for quantities of executed being 30% more or less than those entered in the B.O.Q.
5. All prices will include all costs of performing the works including labour, material, income tax, GST, octroi charges, royalties & transportation etc. as mentioned in B.O.Q.
6. No subletting of all or any part of work will be allowed at any cost / reasons.
7. The supplier will see the sample before quoting the rates.
8. Store will be delivered at NED University, Main Campus. N/A
9. Central Stores and Inspection Officer will issue inspection certificate after inspection through Inspection Committee.
10. If the supply is not found according to the specification and samples provided, will be rejected at risk and cost of the manufacturer and in case the manufacturer fails to supply the order, the firm will be black listed.
11. Payments: -
 - 11.1 The actual sum to be paid shall be determined by quantifying/measurements of items actually supplied valuing it at the rates/prices quoted in the approved quotations.
 - 11.2 10% security deposit will be retained from each bill up to a period of six months from the date of supply of order.
 - 11.3 Part payment against part supply can be allowed. N/A

Director Services

P-25/L

Subject: BOQ FOR EXTERNAL DEVELOPMENT OF SEWERAGE LINE & WATER PROOFING WORK AT OLD GIRLS HOSTEL UNIT # 02

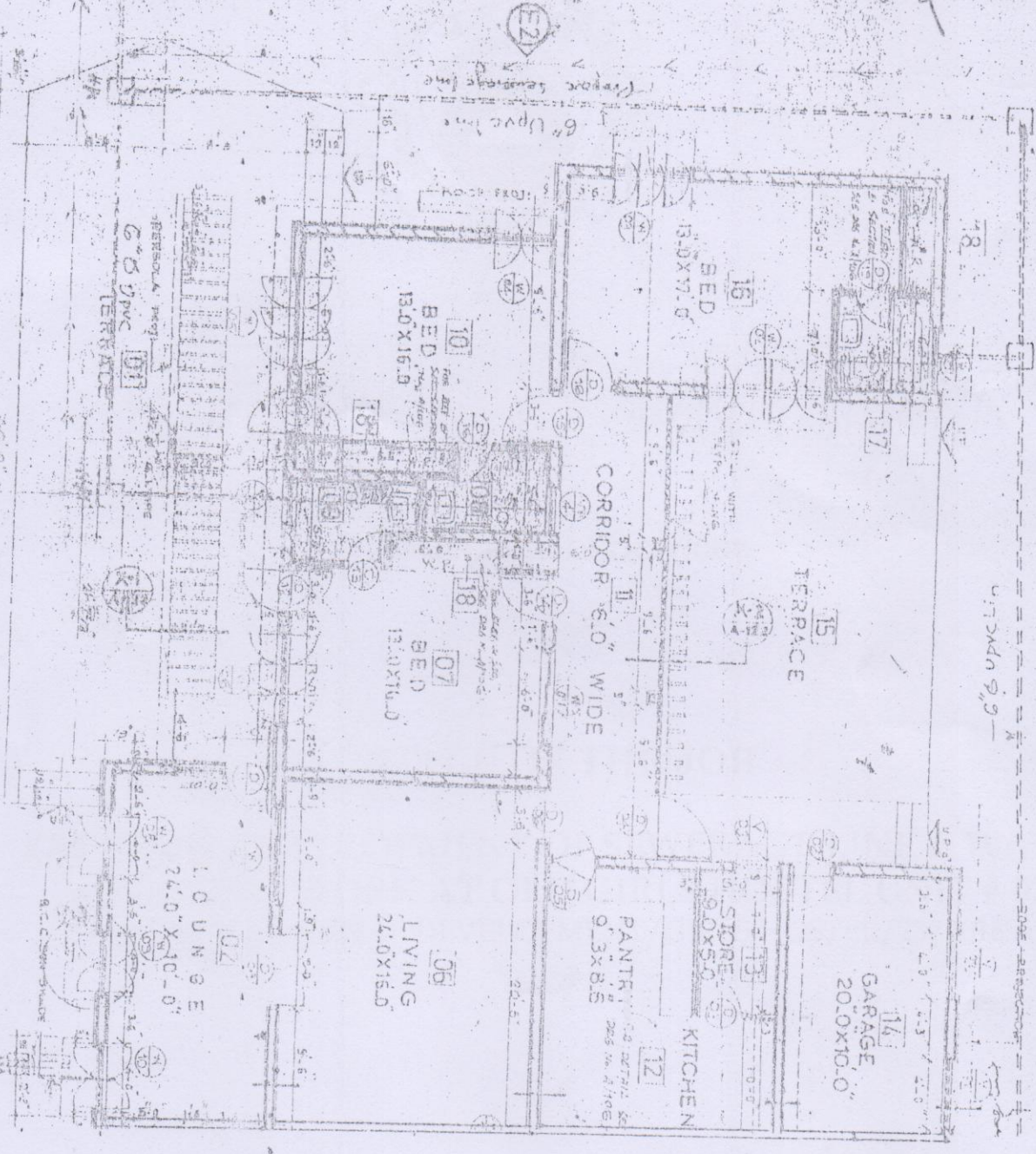
Sr. No.	Description of Items	Unit	Qty.	Rate in Rupees.	Total Amount Rupees
A- Civil Works					
01	WATER PROOFING Removal of existing bricks tile with soil very carefully without damaging roof surface and cleaning surface with wire brush in any height including of tucking, 9" C/C, dismantling unserviceable material dispose of outside the university limit complete in all respect as directed by the Engineer.	Sft	3600		
02	Providing and laying cement concrete 1:2:4 machine mix screed in required slope minimum 2" thick including making ridges, valise chamfered edges with cost of cement concrete gola size 6"x3" curing etc. complete in all respect as directed by the Engineer.	Sft	3600		
03	Providing and laying one layer of local jute base felt 70lbs one roll 10 square meter including cost of primer as per manufacture and specification and site condition with bonding coat of bitumen at 35lbs / 100 sft. Fine marble stone chips 1 Cft / 100 Sft spreading of slab complete in all respect as directed by the Engineer.	Sft	3600		
04	Providing and fixing approved quality cement concrete water spout complete in all respect as directed by the Engineer. i. 18" Long	Nos.	10		
05	Providing and applying 1/4" thick external plaster cracks repairing to wall, chajja, pergola etc. with 1:4 cement sand mortar including heavy duty expanded metal strips cost of S.B.R. admixture complete in all respect as directed by the Engineer. i. 2" to 4" wide cracks ii. 4" to 6" wide cracks iii. 6" to 9" wide cracks	Rft Rft Rft	105 125 110		
[A] Total Amount of Civil Works					
B- Plumbing Works					
01	Providing and fixing U.P V.C pipe as manufactured by Euro Gulf, Pak Arab, Dadex or equivalent for sewer line including fixing in existing services with necessary fittings such as tee, band, el-bow etc. with cost of cutting chiseling holes masonry wall and required depth of excavation complete in all respect as directed by the Engineer. i. 3" Dia (SCH40) ii. 4" Dia (SCH40) iii. 6" Dia (SCH40)	Rft Rft Rft	40 40 400		
02	Construction of chamber inside diameter 18"x18" after finishing and depth as per site condition with cost of excavation, cement concrete 1:4:8, 6" thick bed, 8" thick machine made block masonry, cement concrete 1:2:4 in benching cement plaster finished including fixing C.I manholes cover with frame 12"x12" cover size weight not less than 8 to 10kg including painting etc. R.C.C slab 4" thick well finished etc. complete in all respect as directed by the Engineer.	Nos.	04		
03	Construction of chamber in side diameter 24"x24" after finishing and depth as per site condition with cost of excavation, cement concrete 1:4:8, 6" thick bed, 8" thick machine made block masonry, cement concrete 1:2:4 in benching cement plaster finished including fixing C.I manholes cover with frame 18"x18" cover size weight not less than 14 to 15kg including painting etc. R.C.C slab 4" thick well finished etc. complete in all respect as directed by the Engineer.	Nos.	09		
[B] Total Amount of Plumbing Works					
GROSS AMOUNT OF A + B					

22/10/11
28/10/11

Signature of Contractor with Seal



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P-28/1-1

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Part-VII	SAMPLE FORMS
Part-VIII	SPECIFICATIONS AND QUANTITIES

PART-II
INSTRUCTION TO BIDDERS

- i Source of Funds** UDWP Budget 2016 – 2017 of NED University of Engineering & Technology Karachi. 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

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| 1. Scope | 1.1 The NED University of Engg. & Tech., Karachi intends the “Procurement of Computers and Accessories for Engr Abul Kalam Library” 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

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| 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 Computers and Accessories for Engr Abul Kalam Library**” 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 Accessories for Engr Abul Kalam Library ”
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 Company. 2. Having local presence in Karachi. 3. Comply with specifications mentioned in bidding documents. 4. Bidder should have at least 3 project references covering all solution areas written in RFP. Bid should be accompanied with client list. 5. Bidder should strictly compliant with technical specification; no optional item will be accepted. 6. Bidder should have completed at least 5 projects of similar nature satisfactory. 7. The bidder must have at least 5 years of experience in the Supply. 8. Income Tax Certificate (NTN) – Active Tax Payer 9. GST Registration Certificate. 10. Valid Professional Tax Certificate.
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: 2.50%.

3. Inspections and Tests (GCC Clause 5)

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

4. Delivery and Documents (GCC Clause 7)

GCC 10—Supplier shall supply and install the good within 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.	CPU	08	Delivery within 15 days	Engr. Abul Kalam Library NEDUET
2.	LED	08		
3.	KEYBOARD AND MOUSE	08		
4.	UPS	08		
5.	DVD RW	02		

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 _____ 2016_____.

[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 _____ 2016_____ 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****ENGR. ABUL KALAM LIBRARY****SPECIFICATIONS AND QUANTITIES****Tender No. PC /NED/UDWP/CL/01/16**

Item Code No.	Description of items/specifications	Unit	Total Quantity Required	Price in Pak. Rupees	
				Unit Price	Total Amount
	<u>Computers & Accessories</u>				
01	Computers and Accessories	Nos.			
(1)	CPU Processor: Intel Core i3 6100T (3Mb cache, 3.20GHz), or equivalent Mother Board: Intel H110 Chipset or equivalent (Intel GL82H110 PCH) or equivalent Memory: 4GB DDR3 Kingston, or equivalent Hard drive: 1TB 3.5" SATA-II 7200 RPM, or equivalent Chassis: Legend Brand ATX Middle Tower Chassis 500W Thermally advantaged power supply with additional system Cooling Fan and front USB 2.0 or equivalent		08		
(2)	LED HP LED V193 18.5" BLACK WIDESCREEEN or equivalent	Nos.	08		
(3)	Keyboard and Mouse A4tech Keyboard KR-750 or equivalent /Mouse OP-720D With mouse pad or equivalent	Nos.	08		
(4)	UPS Emerson UPS 600VA/360W 230V AVR (No Software) 10 min backup or equivalent	Nos.	08		
(5)	DVD RW ASUS SDRW-08D2S-U LITE (DVD RW EXTERNAL USB Power) or equivalent	Nos.	02		
	TOTAL				
	ADD.GST				
	TOTAL AMOUNT WITH GST				

Terms & Conditions:

3 years warranty on Intel Products and LED display and Seagate Hard Drive, Life Time warranty on Kingston Memory. 1-Year warranty on remaining items, 1-year free of cost services and support on site. Hardware must be in original packing and installed within the premises of Engr. Abul Kalam Library, NED University free of charge. Vendor must be authorized distributor/dealer/partner. Vendor must provide verification letter containing serial numbers of the parts from Intel Pakistan and Marson Corporation

 Signature & Stamp of Tenderer

ISSUED ON: _____

ISSUED TO: _____

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY, KARACHI



“Procurement of Servers for Civil Engineering Department”

TENDER NO. PC /NED/CE/SERVER/6305/16

PROCUREMENT CELL

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PART-II
INSTRUCTION TO BIDDERS

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

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

- 10. Period of Validity of Bids**
- 10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non responsive.
- 10.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitable extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required not be required nor per mitted to modify its bid.
- 11. Format and Signing of Bid**
- 11.1 The Bidder shall prepare an original one copy of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" COPY OF BID" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2 The original and the copy of the bid shall be shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
- 11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- D. Submission of Bids**
- 12. Sealing and Marking of Bids**
- 12.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "ONE COPY". The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Procuring agency at the address given in the BDS, and carry statement **"DO NOT OPEN BEFORE
at A.M"**
- 12.2 If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid's misplacement or premature opening.
- 13. Deadline for Submission of Bids**
- 13.1 Bids must be received by the Procuring agency at the address specified in Bid Data Sheet, not later than the time and date specified in Bid Data Sheet.
- 13.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline.
- 14. Late Bids**
- 14.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribes by the Procuring agency shall be rejected and returned unopened to the Bidder.

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

E. Opening and Evaluation of Bids

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

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

Award of contract

- | | |
|---|--|
| 21. Post – Qualification | <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 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 Servers for Civil Engineering Department**” to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

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 Servers for Civil Engineering Department ”
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 Company. 2. Having local presence in Karachi. 3. Comply with specifications mentioned in bidding documents. 4. Bidder should have at least 3 project references covering all solution areas written in RFP. Bid should be accompanied with client list. 5. Bidder should strictly compliant with technical specification; no optional item will be accepted. 6. Bidder should have completed at least 5 projects of similar nature satisfactory. 7. The bidder must have at least 5 years of experience in the Supply. 8. Income Tax Certificate (NTN) – Active Tax Payer 9. GST Registration Certificate. 10. Valid Professional Tax Certificate.
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: 2.50%.

3. Inspections and Tests (GCC Clause 5)

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

4. Delivery and Documents (GCC Clause 7)

GCC 10—Supplier shall supply and install the good within 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	Item	Quantity	Time of Delivery from date of Award	Location of Supply
01.	Computer Server	02 Nos.	Delivery within 20 days	For Civil Engineering Department

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 _____ 2016_____.

[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 _____ 2016____ 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 _____ 2016_____ 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
CIVIL ENGINEERING DEPARTMENT
SPECIFICATIONS AND QUANTITIES**

Tender No. PC /NED/CE/SERVER/6305/16

Item Code No.	Description of items/specifications	Unit	Total Quantity Required	Price in Pak. Rupees	
				Unit Price	Total Amount
	<u>COMPUTER SERVER</u>				
01	Computer Server	Nos.	02		
	<p>(1) Factor 2U RACK Server Processor: Intel Xeon E5-2430 V2, 2.5 GHz up to 3.0GHz, 15MB Intel Smart Cache, IU,2.5 X8 Intel QPI. or equivalent Speed, Chipset; Intel C602 OR equivalent Memory: 16GB RDIMM (4X4), 1600MT/s, Low Volt, Single Rank, x8 Data Width (Optional), or equivalent HDD: 1TB X 4 SATA, SAS 10K RPM HARD DRIVE, ODD: 8X DVD-RW, RAID Controller: PERC H310 Integrated support raid 0,1,10,5,50 full height, LAN: Broadcom BCM5720 1000base- T Dual Port Gigabit Ethernet controller, 1u rail kit, PSU: Dual Hot-plug Redundant 550W. or equivalent IDRAC7 Express, Cable Management Arm, Sliding Rails (Included) Chassis with up to 8 Hot Plug Hard Drives, KB212-B USB Entry Business Keyboard & MS111 USB Optical Mouse, Windows server 2012 R2, x86/x64 (x64 includes hyper-VTM) or equivalent.</p> <p>(2) Factor 1U RACK Server x3250 m5 Server Processor Intel Xeon Quad Core E3-1220V3 69W 3.1 GHz OR equivalent FSB 1600 MHz Cache 8 MB No. of Processors 1/1 Memories 4 x 4 GB PC3L-12800 CL11 ECC DDR3 1600MHz LP UDIMM Hard Drive 4 x 1TB 3.5" 7.2k 6Gbps SATA or equivalent Optical Drive Multi-Burner Network Interface Dual Gigabit Ethernet, or equivalent Power Supply dual 300 Watt raid SUPPORT Server RAID C100 (Supports RAID levels 0,1) System Management Integrated Management Module with IPMI 2.0 and Serial over LAN, System Director, Server Guide, optional Virtual media key, Trusted platform Module 1.2 Supported OS Microsoft Windows 2012, Keyboard and Mouse or equivalent.</p> <p>Terms & Conditions: Warranty 3 – Years Parts & Labor on Site.</p>				
	TOTAL				
	ADD.GST				
	TOTAL AMOUNT WITH GST				

Signature & Stamp of Tenderer

ISSUED ON: _____

ISSUED TO: _____

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY, KARACHI



**“Procurement of Desktop Computers for
Bio Engineering and Medical Engineering Department”**

TENDER NO. PC /NED/BEME/COMPUTER/6337/16

PROCUREMENT CELL

LIST OF CONTENTS

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

PART-II
INSTRUCTION TO BIDDERS

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

B. The Bidding Documents

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

C. Preparation of Bids

1. **Scope**
 - 1.1 The NED University of Engg. & Tech., Karachi intends the **“Procurement of Desktop Computers for Bio Engineering and Medical 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>Subject to relevant provision 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> |
| 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 complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

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

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

Part-IV
Bid Data Sheet

The following specific data for “**Procurement of Desktop Computers for Bio Engineering and Medical 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 Desktop Computers for Bio Engineering and Medical 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 Company. 2. Having local presence in Karachi. 3. Comply with specifications mentioned in bidding documents. 4. Bidder should have at least 3 project references covering all solution areas written in RFP. Bid should be accompanied with client list. 5. Bidder should strictly compliant with technical specification; no optional item will be accepted. 6. Bidder should have completed at least 5 projects of similar nature satisfactory. 7. The bidder must have at least 5 years of experience in the Supply. 8. Income Tax Certificate (NTN) – Active Tax Payer 9. GST Registration Certificate. 10. Valid Professional Tax Certificate.
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: 2.50%.

3. Inspections and Tests (GCC Clause 5)

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

4. Delivery and Documents (GCC Clause 7)

GCC 10—Supplier shall supply and install the good within 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	Item	Quantity	Time of Delivery from date of Award	Location of Supply
01.	Desktop Computers	45 Nos.	Delivery within 20 days	For Bio Engineering and Medical Engineering

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 _____ 2016_____.

[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 _____ 2016____ 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 _____ 2016_____ 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
BIO ENGINEERING AND MEDICAL ENGINEERING
SPECIFICATIONS AND QUANTITIES**

Tender No. PC /NED/BEME/COMPUTERS/6337/16

Item Code No.	Description of items/specifications	Unit	Total Quantity Required	Price in Pak. Rupees	
				Unit Price	Total Amount
	<u>DESKTOP COMPUTERS</u>				
01	Desktop Computers	Nos.	45		
	Dell Optiplex 7040 MT or equivalent branded PC or equivalent Intel Core i5 (6th Gen) 6500 / 3.2 GHz (L3 cache -6 MB) Max Turbo Speed 3.6 GHz or equivalent Number of Cores Quad – Core Chipset Type Intel Q170 Express or equivalent RAM Dual channel memory architecture 8 GB (2*4) DDR4 SDRAM or equivalent HARD DRIVE SATA 7200 rpm 3.5 inch Serial ATA 1 TB or equivalent DVD-Writer LED Dell E1916H 18.5 or equivalent GRAPHICS CONTROLLER Intel HD Graphics or equivalent Dell USB Keyboard, Dell USB Mouse or equivalent SERVICE & SUPPORT 3 years Comprehensive warranty or equivalent				
	TOTAL				
	ADD.GST				
	TOTAL AMOUNT WITH GST				

Signature & Stamp of Tenderer