

### NED UNIVERSITY OF ENGINEERING & TECHNOLOGY PROCUREMENT CELL

Phone # 99261261- 68, (Ext. 2471 & 2501) Fax # 99261255, e-mail: dp@neduet.edu.pk

#### "Say No to Corruption"

**Director Procurement** 

No. DP/WIP-150618/8087/313 February 23, 2022

# **Notice Inviting Tender**

NEDUET invites Sealed Bids on "Single Stage One Envelope" from the Manufacturers / Authorized Dealers / Distributors

/ Suppliers having registration of GST for following:

S#	Tender		Tender Schedule – Date and Time				Tender Fee Rs
	Number	Work	Issue	/ Sale	Submission	Opening	
1.	PC(WI)/NED/ Equip /W.Q. LAB /05/ 8087/2022	Procurement of Laboratory Equipment on F.O.R. basis for Water Institute	03.03.2022	21.03.2022	22.03.2022 10:00 A.M.	22.03.2022 10:30 A.M.	3000/-
	Security @ 5% of the tot	al bid cost in shape o	of PO / Bank Gu	arantee /demar	nd draft in favor o	of Director Finar	ice,

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

## **Eligibility Criteria**

- i. The bidder must have at least 3 years of experience in the relevant field.
- Details of turn-over (Including in terms of Rupees) of at least last three years that average turnover of last three years should bot be less than Rs 80 million per year as per online annual returns submitted to FBR.
- iii. Registration with FBR / SRB (whichever is applicable) and must have valid Professional Tax Certificate issued from Government of Sindh.
- Affidavit confirming that the firm has not been black listed by any Government, Semi Government or Autonomous Bodies on non-judicial stamp paper.

Tender Fee and Bid Security in shape of Payorder should be in favor of Director Finance. Bidding documents can be obtained and shall be submitted in the office of ADP – II as per above schedule. Bidders are requested to give their Best and Final Price as "No Negotiations" is permitted. Bidding Documents containing detailed terms and conditions are available at Websites <u>www.neduet.edu.pk</u> and <u>www.ppms.pprasindh.gov.pk</u>.

Director Procu

	SSUED ON:
	SSUED TO:
	NED UNIVERSITY OF ENGINEERING AND
	<b>TECHNOLOGY, KARACHI</b>
	"Establishment of 21st Century Water Institute
	at NED University"
	OF ENGINEERING
	CARACHI ST
	1921-2021
	<b>TENDER DOCUMENT</b>
I	PROCURMENT OF LABORATORY EQUIPMENT ON
	F.O.R. BASIS FOR WATER INSTITUTE
	TENDER NO. : PC (WI)/NED/Equip/ W.Q. Lab/05/8087/22
	PROCUREMENT CELL

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S.	Tender		Tender Schedule - Date and Time			Time	Tender	
No.	Number	Work		From	/ Sale To	Submission	Opening	Fee Rs.
1.	PC(WI)/NED/Equip / W.Q. Lab / 05 / 8087/2022	Procuring of Laboratery Equipm	ent on F.O.R. basis	03.03.2022	21.03.2022	22.03.2022 10:00 am	22.03.2022 10:30 am	3000/-
Bid	Security @ 5% of the total b	id cost in shape of PO / Bank Guar	rantee /demand draft	in favor of D	rector Finance	ce NEDUET.		
		ased from ADP41 office against PO i	n favour of Director Fi	inance & sha	I be opened a	as per above so	hedule in the	same office.
L II II.	Details of turnover (Inclu than Rs 80 million per ye Registration with FBR / Sindh.	least 3 years of experience in the ding inderms of Rupees) of at le earlas per online annual returns SRB (whichever is applicable) he firm has not been blacklisted	ast last three years submitted to FBR, and must have val	d Professio	nal Tax Cer	tificate issue	d from Gove	ernment of
	nitted in the office of ADP-I	rity in shape of Payorder should I as per above schedule, Bidders detailed terms and conditions a	are requested to giv	e their Best	and Finial Pr	rice, as 'No Ne k and www.pp	gotiations' is	permitted. h.gov.pk.
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### PART-II INSTRUCTION TO BIDDERS

- i Source of Funds Establishment of 21st Century Water Institute at 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 (as amended) 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.

v

**Content of** 

Bidding Documents

#### **B.** The 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

- Scope
   1.1 The NED University of Engg. & Tech., Karachi intends the "Procurement of Laboratory Equipment on F.O.R. Basis for Water Institute, NED University Main Campus" through National Competitive Bidding Single Stage one Envelope Procedure as per SPPRA Rules-2010 (Amended 2017).
- 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 3.1 The bid prepared by the Bidder shall comprise the following components:
   **the Bid** a) Price Schedule completed in accordance with ITB
  - 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. Price should only be in PKR inclusive all government taxes and duties.
  - 4.2 The prices shall be quoted on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees, insurances 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 only.
- **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** 6.1 Prices Shall be quoted in Pak Rupees Only.
- Currencies
- 7. Bidder's 7.1 As defined in Bid Data Sheet. Eligibility

8. Documents 8. Establishing Goods' Eligibility and Conformity to Bidding Documents

9. Bid

Security

- 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.
- 9.1 The bid security of 5% of the total bid cost 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<br/>Signing of<br/>Bid11.1The Bidder shall prepare an original copy of the bid indicated in<br/>the Bid Data Sheet, clearly marking each "ORIGINAL BID" as<br/>appropriate.
  - 11.2 The original 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 bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID". The envelope 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 <u>"DO NOT OPEN BEFORE</u>

<u>at</u> 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 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.

of Bids

- 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.
- Evaluation 19.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
   Comparison
  - 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 20.1 No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.
  - 20.2 Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

#### Award of contract

- 21. Post Qualification
   21.1 In the absence of prequalification, the procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluation responsive bid is qualified to perform the contract satisfactorily.
  - 21.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Claus-7 as well as such other information as the Procuring agency deems necessary and appropriate.
  - 21.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to perform satisfactorily.
- 22. Award Criteria
   22.1 The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 22 a Procuring Agency's Tight to vary quantities at the time of award The Procuring Agency reserves the right to increase/decrease the quantity of the required items and /or purchase part items already tendered either in full or in part. The Procuring Agency reserves the right to accept or reject any or all of the Tenders; divide business amongst more than one bidder.
- 23. Procuring agency's Right to Accept any Bid and to
   23.1 Subject to relevant provisions of SPP Rules 2010 (Amended 2017), the Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award.
  - 23.2 Pursuant to Rule 45 of SPP Rules 2010 (Amended 2017), 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.

Reject any or All Bids

- 24. Notification 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 Contract25.1 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 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.

# <u>Part-III</u> 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 2017).
  - (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.
- 4.1 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 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<br/>Services10.1 The Supplier may be required to provide any or all of the<br/>following services, including additional services, if any,<br/>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.
  - 13.2 100% of the Contract Price shall be paid upon 100% delivery, and satisfactory Installation, integration, testing and familiarization training of the products at the Project site(s), subject to the production of installation and Operational Acceptance Certificates (inspection certificate) duly signed by authorized Inspection Committee of NEDUET.
  - 13.3 Within 30 days after the issuance of inspection certificate and consignee's receipt certificate as mentioned in SSC clause 6.
    - 13.4 If the supply is not according to the specifications or unsatisfactory, the Contract will rejected and cancelled at the risk and cost of Firm
    - 13.5 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.
    - 13.6 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.

13.7 The currency of payment is Pak. Rupees.

- 14. PricesPrices charged by the Supplier for Goods delivered and Services<br/>performed under the Contract shall not vary from the prices<br/>quoted by the Supplier in its bid,
- **15. Contract**<br/>AmendmentsNo variation in or modification of the terms of the Contract shall<br/>be made except by written amendment signed by the parties.
- 16. Delays in the Supplier's Performance16.1 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 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 or extended time, 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 Default18.1 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 Insolvency20.1 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 accursed or will accrue thereafter to the procuring agency.

21. Termination for Convenience	21.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	21.2 The Goods that are compete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency amy elect:
	<ul> <li>(a) to have nay portion completed and delivered at the Contract terms and prices; and / or</li> <li>(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</li> </ul>
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 2017).
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 2017)	In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended 2017) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents

# <u>Part-IV</u> <u>Bid Data Sheet</u>

The following specific data for "**Procurement of Laboratory Equipment on F.O.R. Basis for Water Institute, NED University Main Campus**" 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 Laboratory Equipment on F.O.R.         Basis for Water Institute, NED University Main         Campus					
	Bid Price and Currency					
ITB 4	Prices quoted by the Bidder shall be <i>"fixed" and in" Pak Rupees"</i>					
	Preparation and Submission of Bids					
TB 7	Selection / Eligibility / Responsiveness criteria:					
	<ol> <li>Bidder should be a Pakistani entity and Bid Price should only be in PKR.</li> <li>Having local presence in Karachi.</li> <li>Firm comply with specifications mentioned in bidding documents.</li> <li>Bid should be accompanied with client list.</li> <li>Bidder should strictly comply with technical specification. Bidders can submit the alternate proposal with required bid security.</li> <li>The bidder must have at least 3 years of experience in the relevant field.</li> <li>Income Tax Certificate (NTN)</li> <li>GST / SRB Registration Certificate (whichever is applicable).</li> <li>Valid Professional Tax Certificate issued from Government of Sindh.</li> <li>Details of turn-over (Including in terms of Rupees) of at least last three years and averagely should not be less than 80 million in a year.</li> <li>Copies of Annual Statement of Accounts of last three years along-with copies of last three years income tax returns submitted to FBR 12 The bidder must enclose manufacturer authorization certificate from the Principal (s).</li> </ol>					
ITB 9	Amount of bid security. 5% of Bid Value					
ITB 10 ITB 11	Bid validity period. 90 days					
ITB 11 ITB 13	Number of copies.         One original           Deadline for bid submission.         As notified in NIT					
ITB 19.1	Bid Evaluation: Lowest evaluated responsive bid					
	<ul> <li>Other:- <ul> <li>i. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening. Bid shall be submitted / opened on next working day at the given time</li> <li>ii. Tender documents can also be obtained by post against Pay Order/Bank Draft of Rs-800/-as courier charges in addition of tender fee</li> <li>iii. NEDUET may reject all or any bid subject to relevant provision of SPP Rules and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule 25(1) of said rules.</li> <li>iv. Incomplete, conditional and tender without required earnest money in the specified form/format shall be rejected.</li> </ul> </li> </ul>					

should ca that can b can be ol Bid(s) wi vi. All the cla	re advised that before filling the bidding documents all pages of bidding documents refully be rechecked. If any page(s) / paper(s) of bidding documents are missing be downloaded from the official website of this University and SPPRA, and also btained from the office of the ADP-2 in Procurement Cell, NEDUET, Karachi. th incomplete bidding documents will straightaway be rejected. rification/ query regarding tender as per SPP Rules 23 must be addressed to Director ent in writing.
vii. Bidders are with valid	e strictly advised to submit their bids along-with all requisite documents together email IDs
	nce of Purchase Order, all correspondence shall be made by Focal Person oject Director (Water) of NED University.
Sindh, Val issued by I	Sales Tax Invoice, payment of Stamp Duty at rate specified by Government of id Professional Tax Certificate and Job Completion / Inspection Certificate duly ndenting Department will be required for payment. However, withholding of all t Taxes shall apply as rates specified in relevant Government Schedule.

# <u>Part-V</u> 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: 5%.

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

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

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

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

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

### 5. Warranty (GCC Clause 12)

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

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

100% of the Contract Price shall be paid upon 100% 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

#### 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 2017

#### 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.	Lab. Equipment	As specified in [Part –VIII] of this Bidding Documents	(06) Months	Water Institute NEDUET

# Note: <u>specifications of above items are attached</u>

# PART-VII SAMPLE FORMS

Form-I

#### FORM OF TENDER (Letter of Offer)

Tender Reference No.:	 dated

Name of Contract:

The Director Procurement NED University of Engineering and Technology, Karachi

Dear Sir,

1. Having examined the Tender Documents including instructions to Tenderers, Conditions of Contract Specifications, Drawings, Schedule of prices and Addenda Nos. ------ for the execution of the above-name Contract, we the undersigned, being a company doing business under the name and address

and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Contract and remedy any defects therein in conformity with the said Documents including Address thereto for the total Tender price of Rs. ------(in figures and words) or such other sum as may be ascertained in accordance with the and Documents.

- 2. We understand that all the schedules attached hereto form parts this Tender.
- 3. As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Bid Bond referred in Clause 3 of the Instructions Tenderers and as per Annexure "D", in the amount of Rs. \_\_\_\_\_\_ (in words and figures) drawn in favour of or payable to NED University of Engineering and Technology, Karachi, and valid for a period of 28 days beyond the period of validity of this Tender.
- 4. We undertake, if our Tender is accepted, to complete the whole of the work comprised in the above-named Contract within the time stated in Clause 12 of the Instructions to Tenderers.
- 5.
- 6. We agree to abide by this Tender for the period of 90 days beyond the date of opening of the Tender, and it shall remain binding upon us and may be accepted at any time before the expiration of this period.
- 7.
- 8. Unless and until a formal Contract Agreement is signed, this together with your acceptance thereof, shall constitute a binding contract between us.

- 9. We undertaking, if our Tender is accepted, to execute the Contract Performance Bond referred to in Clause 3 of the Instructions to Tenderers and as per Annexure "E" for the due performance of the Contract.
- 10. We understand that you are not bound accept the lowest or any Tender you may receive.
- 11. We do hereby declare that this Tender is made without any collusion, comparison of figures or arrangement with any other person making a Tender for the above-named Contract.
- 12. We confirm, if our Tender is accepted, that all partners of the joint venture shall be liable jointly and severely for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the vice Chancellor, NED University of Engineering and Technology, Karachi, (Please delete this clause in case of tender from a single firm).

Dated this	_ day of	2022
Signature	in the capacity of	duly authorized
to sign Tender for and on behalf of Address:	(Name of Tenderer in Block	Capitals)
Witness:		
Name :		
Address		
Occupation:		

# 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:	
i otal Dia amount in inguie.	

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-III**

# **Experience of Similar Supply and Installation**

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

## Form-IV

#### **Contract Form**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2022\_\_\_\_ 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	Director
Procurement the Procuring agency)				

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

### Form-V

#### CONTRACT PERFORMANCE BOND (Bank Guarantee)

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

KNOW ALL MEN BY THESE PRESENT, that in pursuance of the Tender Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal (Contractor) we, the Guarantor above named, are held and firmly bound unto the Vice Chancellor, NED University of Engineering and Technology, Karachi, acting through the Director Procurement.

, NED University {hereinafter called the Employer (University) in the penal sum of amount stated above for the payment of which sum well and truly to be made to the said Employer (University), we bind ourselves, our heirs, executors, administrators and successors, jointly and severely, firmly by these presents.

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

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

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

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

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

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

Witness:

1. \_

(Signature)

Name, Title and Address (Seal)

2. \_\_\_\_\_(Signature)

Name, Title and Address (Seal)

(Signature)

Guarantor (Bank)

(Name)

(Title)

(Corporate Guarantor (Seal)

## **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.

# NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY, KARACHI WATER INSTITUTE

## SPECIFICATIONS AND QUANTITIES OF EQUIPMENT

BOQ Item	Item Code	Item	Description/Specification	Qty.	Unit Price	Total
1	WQL - 03	Drones for irrigation purpose	RTK featured, centi-meter-level accurate drone with multispectral and thermal imaging sensors, parallel usage or interchangeable lense separate for MS and Thermal imaging. Integrated spectral sun light detector Live RGB & NDVI view. Propeller based, Matrice 600 or equivalent with smart controller, 2 batteries and standard charger.	2		
2	WQL – 10	Deep Bed Filter Column	<ul> <li>A clear Perspex column (0.1m internal diameter x 1.35m long) mounted in a floor-standing framework approximately 2.0m high</li> <li>2 x 350L tank capacity</li> <li>Ultrasonic flow meter 0-25 L/min</li> <li>Control valves, tubing</li> <li>20 sample collectors</li> <li>20 sample ports</li> <li>21 electronic pressure sensors</li> <li>Operating pressures up to 1 bar</li> <li>1-meter ruler</li> <li>Centrifugal open impeller pump 110l/min with bronze housing 230V single phase 50Hz motor with IP54 motor, 0.55kW and 0.75hp</li> <li>The filtration medium must be supported by a corrosion-resistant gauze mesh below which should be packed 1kg of 10mm Ballotini</li> <li>Sampling and pressure sensor tappings located at 40mm depth intervals staggered in position over 0.8m column height</li> <li>Control valves fitted to the sampling tubes enable isokinetic sampling</li> <li>10 kg of test medium to pack the column including well-rounded quartz-grain sand (1.0 – 0.5mm), anthracite, crushed flint or aluminium oxide, kaolin clay</li> <li>Desktop computer with Complete Set: Core is 11th Generation, 8 GB DDR IV, 1TB SSD, DVD RW, LCD 19", Keyboard and Mouse), 4GB 128bit GDDR6 Video Graphics Cards and latest Microsoft windows and Office 2019 installed with original license</li> <li>Desktop software for control and data logging</li> <li>Results viewer software for analysing results</li> <li>Operational manual with teaching exercises</li> <li>Electrical supply able to support local electrical requirements</li> <li>Cables and Accessories: for normal operations</li> <li>Printer (HP LaserJet pro duplex)</li> <li>Complete in all aspects including installation, commissioning with required necessary accessories and training.</li> </ul>	1		

## WATER QUALITY LABORATORY

		1			
3	WQL – 15	Flow injection	Flow injection analyser for analysis of cyanide,	1	
	-	analyzer	total cyanide, phenolics, total phosphorus,		
			orthophosphate, total nitrogen, nitrate, nitrite,		
			ammonia, urea, soluble sulfide, sulfur dioxide,		
			carbon dioxide, fluoride, silicate, silica, anionic		
			surfactant, boride, reducing sugar, total sugar, formaldehyde and Cr (VI). Walk away		
			operation-including ability to run overnight.		
			Automatic on-line distillation, UV digestion,		
			extraction, heating, cooling and cadmium		
			reduction. Rapid analysis and high sample		
			through-putrun up to 18-150 tests per hour.		
			Broad working rangesub-ppb to percent. Wide		
			dynamic rangetypically two to three decades.		
			Automated standard preparation and dilution of		
			over range samples (ratio 1.6-10000). Run up to		
			8 channels for high productivity analysis or		
			dedicated operation.	1	 
4	WQL – 16	Freezing &	Freeze & thawing systems consisting of bags and containers for freeze and thaw processes of	1	
		Thawing,	biopharmaceuticals in manufacturing and		
		alternatively	process development or in commercially		
		add	available equipment such as laboratory freezers,		
		preservatives	walk-in freezers, cold rooms or temperature		
		(acids)	controlled cabinets.		
5	WQL – 18	ICP Mass	Detection limits	1	
	c	Spectrophotom	Based on three times the standard hopping at		
		eter	1-point per mass.		
			Element ng/L (ppt)		
			<sup>9</sup> Be < 0.5		
			<sup>59</sup> Co < 0.5		
			<sup>115</sup> In < 0.25		
			$^{238}$ U < 0.5		
			Sensitivity		
			Element M cps/mg/L		
			$^{9}\text{Be}$ > 6		
			$^{115}$ In > 100		
			$^{238}$ U > 80		
			Oxide and doubly-charged species		
			CeO+/Ce+ < 0.025		
			Ce++/Ce+ < 0.03		
			Background signal		
			Mass 220 < 1 cps		
			Short-term precision		
			< 3% RSD		
			Long-term stability		
			< 4% RSD over 4 hours		
			Isotope-ratio precision		
			Defined for the isotope ratio of 107Ag/109	Ag.	
			Obtained using	(*	
				(*or	
			within a factor of two of the counting statistics limit)		
			Mass calibration stability		
			_	tion	
			Measured using a 1 µg/L multielement solu containing 7Li,	uOII	
			24Mg, 115In and 238U. Defined in terms of	the	
			shift in spectral		
			position corresponding to maximum spectral p	eak	
			intensity for		

	each element, obtained without the use of multiple-point,peak-searching algorithms. < 0.05 amu over 8 hours of continuous operation <b>Quadrupole peak hop (slew) speed</b> Defined as the maximum rate at which the		
	quadrupole can jump over 160 amu without affecting the precision of the analytical measurement. 1.6 M amu/sec		
	Quadrupole scan speed		
	Defined as the maximum rate at which the quadrupole can be scanned while acquiring continuous spectral data at every from the minimum to the maximum mass of the instrument (1-285 amu). 5000 amu/sec		
	Abundance sensitivity		
	Defined as the intensity of a given isotope at spectral peak maximum, relative to the intensity of that isotope at 1 amu lower and at 1 amu higher than the mass position corresponding to peak maximum. Measured at 238U:		
	Better than 1.0 x 10-6 at low mass side of peak		
	Better than $1.0 \times 10^{-7}$ at high mass side of peak		
	Detector linear range		
	The SimulScan <sup>TM</sup> detection system operates from < 0.1 cps to > 10-9 cps. This provides over 10 orders of magnitude of linear dynamic range in a single continuous scan.		
	Transient data acquisition speed		
	> 3000 temporal data points/sec maximum Software for ICP-MS		
	Polyscience Chiller-1HP 230V/50HZ TP Quiet		
	ICP-MS Chiller Coolant Mix		
	KIT-SOLUTION NEXION CELL		
	NexION AFT Single-Element Solution 100 m		
	AFT Multi-Element Solution 100 mL		
	Blower and Vent Assembly		
	High Vacuum Silicon Grease Able to analyze pertinent water quality		
	parameters listed in SEQS, PSQCA		
	Autosampler Autosamplers that are next generation of high- performance, robust, and agile autosamplers designed spectroscopy platforms - atomic and molecular.		
	The autosamplers must be equipped with crash detection, programmable intelligent acceleration and deceleration speed in three axis, dual rinse station and LED status light. Designed with removable sample trays for easy switching between running aqueous and organic matrices.		
1	60 Position Sample Racks		
	-		
	CONICAL BOTTOM Fixed 2.0 mm Injector Quartz Torch Nickel Skimmer Cone		

· · · · · ·					 1
			Nickel Sampler Cone		
			Hyper Skimmer Cone		
			Sampler Cone Gasket		
			Hyper Skimmer O-Ring		
			Peripump Starter Tubing Kit		
			Desktop Computer: Core i5 11th Generation, 8		
			GB DDR IV, 1TB hard disk, DVD RW, LCD		
			19", Keyboard and Mouse), 4GB 128bit GDDR6 Video Graphics Cards, Printer (HP		
			LaserJet pro duplex)		
			Required Gas - Argon / Nitrogen & Helium		
			with regulator.		
			Complete in all aspects including installation,		
			commissioning with required necessary accessories and training		
			5	1	
6	WQL – 22	Multimedia	A pressure filter vessel which utilizes three or more different media as opposed to a "sand	1	
		filters package	filter". Multimedia filters package unit / Deep		
		unit	Bed Filter Unit, computer controlled, Filtrate		
			Flow Rate 50-2000 m3/day, Filtrate Recovery		
			Rate 95-98%, Filtrate Particle Size <5 micron, Feed/filtrate water flow: 106.4, Backwash water		
			flow : $1.5 \sim 3$ x feed water flow. Filtration		
			velocity (sand Media): 20 m/hr, Filtration		
			velocity (DMI-65 Media): 10 m/hr		
7	WQL – 23	Multipurpose	Filtrate Turbidity <5 NTU, Front lifting device	1	
		Farm robot	that can lift up to 750 kg. Lifting device at the rear can lift up to 1,500 kg. Device width 1.8		
		anti weed	metres, 35 cm ground clearance. Perkins/FPT		
			engine. Four steered wheels for maximum		
			manoeuvrability. The machine should be able to		
			mow, sow, plough or fertilize 24 hours a day.		
			Includes ais user-friendly, safe and reliable software. Features autonomous working via		
			software.		
8	WQL – 25	Orbital shaker	Orbital shaker, Platform size accepts loads up to	1	
			35 lbs. Operate in temperature ranges of $104^{\circ}F$		
			$(0^{\circ}$ to $40^{\circ}$ C), 20 to 80% non-condensing humidity, can be used with incubators, warm		
			rooms, environmental chambers and		
			refrigerators, Solid-state DC brushless motor		
			with Variable speed control from 15 to 550 rpm.		
			Continuous and timed operation from 0.1 hour		
			up to 999 hours or 0.1 min to 999 min. Digital operating time display and controls. Should have		
			option for user-adjustable speed calibration		
			option		
9	WQL - 26	Particle size	Particle size analyzer for suspensions, emulsions,	1	
		analyzer	dry powders. Working on principle of Laser light scattering, Mie and Fraunhofer scattering. Data		
			acquisition rate: 10kHz, Typical measurement		
			time: <10 sec, Red light source: Max. 4mW He-		
			Ne, 632.8nm, Blue light source Nominal: 10mW		
			LED, 470nm, Effective focal length: 300mm,		
			Angular range: 0.015 - 144 degrees, Size range: 10nm - 3.5mm, Number of size classes: 100,		
			Accuracy: 0.6%		
10	WQL – 29	Precision	Precision Hawk Crop Scouting Phantom	2	
	,, <u>v</u> – <i>m</i>	Hawk Crop	Pro or equivalent drone package with smart		
		Scouting	controller and access to software, Weight:		
		Phantom Pro	2404 grams		
		or equivalent	Payload: 998 grams		
		drone package	Flight Time: 45 minutes		
			Flight Range: 1.9 km		

			5-channel multispectral camera available		
11	WQL - 34	Soluble Reactive Phosphorus Analyzer	<ul> <li>The auto analyzer must have air-segmented flow and even reaction times up to 20 minutes and complex procedures like distillation can be automated. Should have built-in dialyzers that eliminate interference from dirty or coloured samples. The UV digestion procedures must conform to the ISO standard methods for automated phosphorus. With the dual-probe option, available for the Compact Sampler two different preparations of the same sample be analyzed at the same time. The flow cell design must extend linear response at high concentrations. must have a high sensitivity detector that allows low absorbances to be measured and a high digital resolution (24 bits) that measures very small absorbance changes accurately, even at high full-scale settings. Set baseline and sensitivity. Resample cups after off-scale peaks. Dilute and re-run off-scale samples. Automate UV digestion (ISO method). Automate sample distillation (EPA method). Calculate and store results. Create quality control charts. Wash out and switch pump off after analysis. Input and output LIMS data</li> <li>A 2-channel auto analyzer system that comprises a sampler, pump, chemical manifold, detector and PC.</li> <li>&gt; The 2-channel system should have capability to measure two analytes at the same time</li> <li>High precision pump</li> <li>&gt; Pump with identical flow rates to autoanalyzer systems for full</li> </ul>	1	
			<ul> <li>compatibility to EPA and ISO standard methods and the library of over 700 applications.</li> <li>Multi-speed motor with high speed for fast wash-out</li> <li>Integrated tray for hydraulic components</li> <li>Optional valves for auto-dilution or reagent switching</li> <li>Leak detector stops the motor Automatically if a spill occurs Drain tube takes spilt liquid safely out of the pump</li> <li>Control from a PC or on the pump</li> </ul>		
			<ul> <li>Control rate of on the pump itself</li> <li>Air Valves: Electronically controlled air valves that provide precise air bubble injection. Each liquid segment has the same volume and contains the same proportion of sample and reagents to improve reproducibility</li> <li>Dilution Valves: With the optional dilution valves, auto-dilution can be added to many existing methods and dual-range multitest methods can change</li> </ul>		

range automatically, so that off-scale	
samples are re-run at a higher dilution	
No. of pump tubes 28	
No. of air lines 8	
Air injection electronic control with	
timing by optical switch	
Pump control manual or from PC	
Speeds normal, high, intermittent	
Leak detector standard	
Safety switch magnetic, automatic	
- C-levimeter	
• Colorimeter	
High sensitivity digital spectro- photometer with full software control for	
photometer with full software control for all functions	
<ul><li>High resolution increases the working</li></ul>	
range for all methods	
<ul><li>Bubble-through-the flow cell operation</li></ul>	
to increase sampling rate. The linear	
range can be extended by a factor of 1.5	
for most methods by the flow cell	
design, with planar end faces and fibre-	
optic coupling to ensure parallel light	
transmission through the sample. Dual-	
beam operation with same-wavelength	
compensation gives low drift, even at	
very high sensitivities. The colorimeter's	
high sensitivity results in low detection	
limits, for example 0.12 $\mu$ g/L for	
phosphate in seawater	
A wide range of flow cells is available,	
with different lengths and internal	
volumes to provide an ideal match to	
every method and to allow bubble-	
through operation even at low flow	
rates. ➤ A special 500 mm flow cell, with	
debubbler, is also available to enhance	
the peak height at nanogram	
concentrations.	
▶ Higher analysis rates and lower reagent	
consumption are achieved by a software	
algorithm which monitors the detector	
output 140 times per second and	
switches off the output when a bubble is	
present in the flow cell	
• Photometer	
> Type dual beam with same wavelength	
reference	
➤ Wavelength range: 420 = 000 nm standard	
420 - 900 nm standard 340 - 900 nm option	
<ul> <li>Flowcell design glass barrel with</li> </ul>	
sapphire light pipes	
<ul> <li>Flowcell path length 10, 30 or 50 mm</li> </ul>	
<ul> <li>Flowcell i.d. 0.5, 0.7 or 1.0 mm</li> </ul>	
<ul> <li>Blank correction optional reference</li> </ul>	
flowcell for simultaneous true correction	
Beam splitter randomized quartz optical	
fiber bundle	
Light source krypton lamp or LED	
Linear range 0 - 1.8 AU	
Digital resolution 2 <sup>22</sup>	
Sensitivity max. 0.007 AUFS	
Input and output digital	

			Leak detector standard		]
			Leak delector standard		
			<ul> <li>Sampler</li> <li>Compact sampler</li> <li>Number of samples: 100 samples</li> <li>No of samples, dual-row mode: 50+50</li> <li>Sample cup volume 0.5, 2, 4 or 5 mL</li> </ul>		
			<ul> <li>Chemistry Module</li> <li>No. of manifolds 1 - 4, depending on methods</li> <li>Leak detector option</li> <li>Hydraulic components 2.0 mm high precision glass, with Pt inserts</li> <li>Heating baths 25 - 120 °C,with user-replaceable glass or</li> <li>PFA coils</li> <li>Standard methods ISO, EPA, DIN, USP and AOAC approved methods available</li> <li>Desktop computer with Complete Set: Core is 11th Generation, 8 GB DDR IV, 1TB SSD, DVD RW, LCD 19", Keyboard and Mouse),</li> </ul>	1	
			4GB 128bit GDDR6 Video Graphics Cards and latest Microsoft windows and Office 2019 installed with original license <b>Cables and Accessories:</b> for normal operations		
			Printer (HP LaserJet pro duplex) Complete in all aspects including installation, commissioning with required necessary accessories and training.	1	
12	WQL - 40	Vacuum Filters and Centrifuges (GP-8) with a rotor	<ul> <li>Designed to work with standard 50mL centrifuge tubes, which eliminates sample transfer.</li> <li>Filtration unit includes filter, 50mL graduated plastic centrifuge tubes, centrifuge tube cap and stand</li> <li>Features a 0.22µm Polyethersulfone Membrane Filter</li> <li>Fast flow and low protein binding for sterilization of biological solutions, buffers, microbiology media and culture media.</li> <li>Filtration area, cm squared: 7; process volume,mL: 50; hold-up volume, µL: 600</li> <li>Pack of 25</li> </ul>	1	
			Total Bid cost without GST		
			Add GST		
			Total Bid Cost with GST		

Note:

Bidder is strictly advised to quote bid with all Federal and Provincial taxes and duties etc.

Signature & Stamp of Tenderer

# **Integrity Pact**

### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number:

Dated: \_\_\_\_\_

Contract Value:

Contract Title:

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

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

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

[Procuring Agency]

<sup>[</sup>Supplier /Contractor/Consultant]

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY Dated: 23-10-2020

No. DR(Estab)/(1003)/5019

# OFFICE ORDER

In continuation of this Office Order No. DR(Estab)/(1003)/3295 dated 06-08-2020, the University Administration has constituted the Procurement Committee for goods, comprising of the following for the project "Establishment of 21<sup>st</sup> Century Water Institute at NED University of Engineering & Technology, Karachi:

- Prof. Dr. Rizwan Ul Haque Farooqui Chairperson, Dept. of Civil Engineering
- Mr. Javaid Riaz Director (Projects) HEJ Institute of Chemistry University of Karachi (HEC Nominee)
- Dr. Atif Mustafa Chairperson, Dept. of Environmental Engineering
- Mr. Muhammad Mabroor Khan Administrative Officer Centre of Excellence in Marine Biology University of Karachi
- Mr. Fawad ul Hassan Kamran Assistant Director Procurement-II

Member

Convener

Member

Member

Member/ Secretary

Kursow REGISTRAR

To:

# Convener and all Members of Committee

Electronic copy for information to:

- 1. P A to Pro Vice Chancellor
- 2. Director Finance
- 3. Director, Planning & Development
- 4. Ag. Resident Auditor

# NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

No. DR (Estab)/(1003)/5730

Dated: 27/05 2016

#### **OFFICE ORDER**

In supersession of this office order No. DR (Estab)/(1003)/11418 dated 02-11-2015, the University Administration has constituted the Complaint Redressal Standing Committee comprising of the following officers to address complaints regarding all procurement issues in the University in pursuance of Clause 31(1) of the SPPRA rules:

1. Prof. Dr. Saad Ahmed Qazi Dean (ECE)

Convener

2. Independent Professional from the relevant field

3. Nominee of Accountant General Sindh

Member Member

U Ag-REC

10:

## The Convener & all members

Copy for information to:

- 1 Dean (ECE)
- 2 Director Planning & Projects
- 3 Director Finance
- 4 Director, Procurement Cell
- 5 Ag. Resident Auditor