



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

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

**“Say No to Corruption”**



Director Procurement

No. DP/WIP-150136/8088/ 28  
March 8, 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	Particulars	Issue / Sale		Submission	Opening	
1.	PC(WI)/NED/ Equip /D.A.LAB /8088/ 2022	Procurement of Data Analytics Equipment for Water Institute	18.03.2022	05.04.2022	06.04.2022 10:00 A.M.	06.04.2022 10:30 A.M.	3000/-
Bid Security @ 5% of the total bid cost in shape of PO / Bank Guarantee /demand draft in favor of Director Finance, NEDUET.							
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

- 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 not be less than Rs 50 million per year as per online annual returns submitted to FBR.
- 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 [www.neduet.edu.pk](http://www.neduet.edu.pk) and [www.ppms.ppr.sindh.gov.pk](http://www.ppms.ppr.sindh.gov.pk).

**Director Procurement**  
08/03/2022

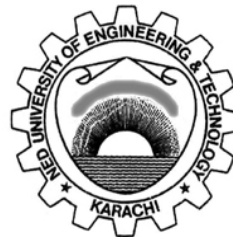
F/QSP 09/06/01

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

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

NED UNIVERSITY OF ENGINEERING AND  
TECHNOLOGY, KARACHI

“Establishment of 21st Century Water Institute  
at NED University”



TENDER DOCUMENT

PROCUREMENT OF DATA ANALYTICS  
LABORATORY EQUIPMENT FOR WATER  
INSTITUTE

TENDER NO.: PC (WI)/NED/Equip/ D.A. Lab/8088/2022

PROCUREMENT CELL

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## NED UNIVERSITY OF ENGINEERING & TECHNOLOGY PROCUREMENT CELL

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

NO: DP/WIP-150136/8088/28

March 8, 2022

Director Procurement



### 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. No.	Tender		Tender Schedule — Date and Time				Tender Fee Rs.
	Number	Particulars	Issue / Sale		Submission	Opening	
1.	PC(WI)/NED/Equip/ D.A.LAB/8088/2022	Procurement of Data Analytics Equipment for Water Institute	18.03.2022	05.04.2022	06.04.2022 10:00 AM	06.04.2022 10:30 AM	3000/-

Bid Security @ 5% of the total bid cost in shape of PO / Bank Guarantee / demand draft in favour of Director Finance NEDUET.

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

#### Eligibility Criteria:

- The bidder must have at least 3 years of experience in the relevant field.
- Details of turnover (including in terms of Rupees) of at least last three years that average turnover of last three years should not be less than Rs. 50 million, per year as per online annual returns submitted to FBR.
- 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 blacklisted by any Government, Semi-Government or Autonomous bodies on non-judicial stamp paper.

Tender Fee and Bid Security in shape of Pay Order should be in favour 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 Website: [www.neduet.edu.pk](http://www.neduet.edu.pk) and [www.ppms.pprasingdh.gov.pk](http://www.ppms.pprasingdh.gov.pk)

KRY: No. 1239/2022

Say No to Corruption

WEAR MASK-SAVE LIFE

پاکستان کے مستقبل - پاکستان کے مستقبل  
پاکستان کے مستقبل - پاکستان کے مستقبل

Director Procurement



THE DAILY JANG KARACHI

روزنامہ جنگ

پانی میر ظلیل الرحمن

86 ج 86

اتوار 9 شعبان المعظم 1443ھ 13 مارچ 2022ء

72 نمبر



## NED یونیورسٹی آف انجینئرنگ اینڈ ٹیکنالوجی..... پروکیورمنٹ سیل



فون نمبر (992612501 Ext. 2471 & 68) 99261255 فیکس نمبر 99261255 e-mail: dp@neduet.edu.pk

No.DP/WIP-150136/8088/28

موریہ 08 مارچ 2022

"Say No to Corruption"

DIRECTOR PROCUREMENT

NEDUET کو مندرجہ ذیل کیلئے میونسپلٹی راجھڑ ڈسٹرکٹ پیٹرنل سٹریٹس سے GST کے حامل ہیں

"ایک سالہ ایک لاکھ" پرمیٹ پر پیشکشیں مطلوب ہیں۔

## ٹینڈر طلبی نوٹس

نمبر شمار	نمبر	تفصیلات	نیشنل سٹریٹس ڈول - چارنگ اور وائس	میں کرنا	کلنا	نیشنل ریس (روپے)
-1	PC(WI)/NED/Equip /D.A.LAB/8088/2022	دارالمنشیہ کیلئے ڈیٹا ٹیبلٹس ایک ہسٹ کاسٹ	18-03-2022	05-04-2022	06-04-2022	3000/-
			10:00 بجے	10:00 بجے	10:30 بجے	

مجموعی بڈ لاگت کی 5% فیصدی شرح سے بڈ سیکورٹی پنل PO / پنل گارنٹی / ڈیٹا ٹیبلٹ ڈرافٹ پنل ڈائریکٹریٹس NEDUET

ٹینڈر دستاویزات PO پنل ڈائریکٹریٹس کے تحت ADP-II آفس سے خریدی جاسکتی ہیں اور آئی دفتر میں مندرجہ بالا شیڈول کے مطابق کوئی جائیں گی۔

## معیار اہلیت:

(i) پیشکش دہندہ کے پاس متعلقہ شعبہ میں لازماً کم از کم 03 سال کا تجربہ ہونا چاہئے۔ (ii) کم از کم تین سالہ فن اور ٹیکنالوجی (بشمول روپوں کی صورت میں) کے گزشتہ تین برسوں کا اوسط ٹرن اوور 50 ملین روپے سالانہ سے کم نہ ہو مطابق آن لائن سالانہ ریفرنز جو FBR/SRB کو پیش کیے گئے ہوں۔ (iii) FBR/SRB (جہاں بھی قابل اطلاق ہے) کے پاس رجسٹریشن اور حکومت سندھ سے جاری کردہ کارڈ پر فٹنل ٹیکس سرٹیفکیٹ لازماً موجود ہو۔ (iv) نان جوڈیشل اسامپ پیپر پر حلقہ نامہ جس میں تصدیق کی گئی ہو کہ فرم کسی بھی سرکاری، نیم سرکاری یا خود مختار اداروں کی جانب سے بلیک لسٹ نہیں رہی۔

ٹینڈر فیس اور بڈ سیکورٹی پنل پے آرڈر پنل ڈائریکٹریٹس ہونی چاہئے، بڈنگ دستاویزات مندرجہ بالا شیڈول کے مطابق حاصل کی جاسکتی ہیں اور دفتر ADP-II میں جمع کرانی ہوں گی۔ پیشکش دہندگان سے التماس ہے کہ وہ اپنی بہترین اور حتمی قیمت دیں چونکہ "کسی گفت و شنید" کی اجازت نہیں ہے۔ مفصل شرائط و ضوابط پر مشتمل بڈنگ دستاویزات ویب سائٹس: www.ppms.pprasinindh.gov.pk اور www.neduet.edu.pk پر دستیاب ہیں۔

و سٹلا ڈائریکٹر پروکیورمنٹ

INF-KRY No.1239/22

www.neduet.edu.pk

Daily AWAMI AWAZ

روزاني

## عوامي آواز

سال 33، شمارو 070، چنبر 12 مارچ 2022، 8 شعبان 1443ھ، صفحا 12، قيمت 30 روپيا



اين اي ڊي يونيورسٽي آف  
انجنيئرنگ اينڊ ٽيڪنالاجي  
پروڪيورمينٽ سيل



"Say No to Corruption"

ڊائريڪٽر پروڪيورمينٽ

فون نمبر: 68 - 99261261 ايڪسٽينشن: (2471 ۽ 2501)

فيڪس نمبر: 99261255، الي ميل: dpc@neduet.edu.pk

No.DP/WIP-150136/8088/28

March 8, 2022

## ٽينڊر گھراڻن جو نوٽيس

NEDUET، "هڪ مرحلي هڪ لٽائي" تحت، فينلن لاءِ GST رجسٽريشن  
حامل ميٽوليڪچررز/اختياري، ڊيلرز/ڊسٽريبيوٽرز/سپلائرز کان مهربند واک  
گھراڻي تي

نمبر شمار	ٽينڊر #	ٽينڊر ڪم	ٽينڊر شيڊيول - تاريخ ۽ وقت		ٽينڊر في روپيا
			اڃا وڪرو کان	جمع ڪرائڻ	
1	PC(WIP/ NED/ Equip/ D.A. LAB/ 8088/ 2022	وائر انسٽاليشن لام ڊيٽا ايلاڪٽڪس ايڪيورمينٽ جي پروڪيورمينٽ	18 مارچ 2022	06 اپريل 2022 صبح 10.00 وڪي	3000 06 اپريل 2022 صبح 10.30 وڪي

ڊائريڪٽر فنانس NEDUET، جي حق ۾ PO/بينڪ گارنٽي/ڊيمائڊ ڊرافٽ  
جي صورت ۾ ڪل آڇ لاڳت جي 5% بد سيڪيورٽي

ٽينڊر دستاويز ڊائريڪٽر فنانس جي حق ۾ PO عيوض ADP-II جي آفيس  
سان غريد ڪري سگهجن ٿا ۽ ساڳي آفيس ۾ مٿئين شيڊيول تحت ڪرائيا ويندا.

## اهليت جو معيار

(i) واک ڏيندڙ لاڳاپيل شعبي ۾ گهٽ ۾ گهٽ 3 سالن جو تجربو لازمي  
رڪنڊر هجڻ گهرجي.

(ii) گهٽ ۾ گهٽ ٽن سالن جي ٽرين اوور (ريجن جي صورت ۾ شامل) جا  
تفصيل، اهڙو گذريل ٽن سالن جو اوسط ٽرن اوور FBR کي جمع ڪرايل  
آن لائن سالياني رپورٽن جي تحت 50 ملين روپيا ساليانو ڪاڻ گهٽ نه  
هجڻ گهرجي.

(iii) SRB/FBR (جيڪو لاڳو هجي) سان رجسٽريشن ۽ حڪومت سنڌ  
پاران چاري ڪيل موثر پروفيشنل ٽيڪس سرٽيفڪيٽ لازمي حامل  
هجڻ گهرجي.

(iv) نان جوڊيشل اسٽامپ پيپر تي ان ڳالهه جي يٽين دهائي ڪرائيندڙ حلق  
نامو نه ڦير ڪنهن سرڪاري، غير سرڪاري يا آئونامس بازيارن  
بلڪ لسٽ ٿيل نه آهي.

ٽينڊر في ۽ بد سيڪيورٽي ڊائريڪٽر فنانس جي حق ۾ ٺهرايل بي آرڊر جي  
صورت ۾ هجڻ گهرجي. آڇ دستاويز مٿي ڄاڻايل شيڊيول تحت ADP-II  
جي آفيس مان حاصل ڪري ۽ جمع ڪرائي سگهجن ٿا. آڇ ڏيندڙ پنهنجا  
بهترين ۽ حتمي اڳهه آڇ ڪندا، جيئن ته ڪنهن "ڳالهه بولڻ" جي اجازت نه  
هوندي. تفصيلي شرط شروطن تي مشتمل آڇ دستاويز ويب سائيٽس  
www.ppins.pprasindh.gov.pk ۽ www.neduet.edu.pk  
تي موجود آهن.

صحیح

ڊائريڪٽر پروڪيورمينٽ

INF/KRY.NO.1239/2022

SAY NO TO CORRUPTION WEAR MASK-SAVE LIFE

ماسڪ پايو - زنجي بچايو - ماسڪ پايو - محفوظ رهو

**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.

## **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

- |  |   |
|--|---|
| <b>1. Scope</b>                        | 1.1 The NED University of Engg. & Tech., Karachi intends the <b>“Procurement of Laboratory Equipment for Water Institute, NED University Main Campus”</b> through National Competitive Bidding Single Stage one Envelope Procedure as per SPPRA Rules-2010 (Amended 2019).  |
| <b>2. Language of Bid</b>              | 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.  |
| <b>3. Documents Comprising the Bid</b> | 3.1 The bid prepared by the Bidder shall comprise the following components: <ul style="list-style-type: none"> <li>a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6.</li> <li>b) bid security furnished in accordance with ITB Clause-9.</li> </ul>  |
| <b>4. Bid Prices</b>                   | 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.<br><br>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.<br><br>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.<br><br>4.4 Prices shall be quoted in Pak Rupees only. |
| <b>5. Bid Form</b>                     | 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.   |
| <b>6. Bid Currencies</b>               | 6.1 Prices Shall be quoted in Pak Rupees Only.  |
| <b>7. Bidder’s Eligibility</b>         | 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 of 2% 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

- |  |   |
|--|---|
| <p><b>10. Period of Validity of Bids</b></p> | <p>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.</p> <p>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.</p> |
| <p><b>11. Format and Signing of Bid</b></p>  | <p>11.1 The Bidder shall prepare an original copy of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" as appropriate.</p> <p>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.</p> <p>11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.</p>  |

#### D. Submission of Bids

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| <p><b>12. Sealing and Marking of Bids</b></p>     | <p>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 <b><u>"DO NOT OPEN BEFORE</u></b><br/> <div style="text-align: center; margin-top: 5px;"> <u>at</u> <u>A.M"</u> </div> </p> <p>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.</p> |
| <p><b>13. Deadline for Submission of Bids</b></p> | <p>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.</p> <p>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.</p>   |

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| <b>14. Late Bids</b>                           | 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.   |
| <b>15. Modification and Withdrawal of Bids</b> | <p>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.</p> <p>15.2 No bid may be modified after the deadline for submission of bids.</p> <p>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.</p> |

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

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| <b>16. Opening of Bids by the Procuring agency</b> | <p>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.</p> <p>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.</p>  |
| <b>17. Clarification of Bids</b>                   | 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.   |
| <b>18. Preliminary Examination</b>                 | <p>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.</p> <p>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.</p> |



- 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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| <b>21. Post – Qualification</b>   | <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> |
| <b>22. Award Criteria</b>   | <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>  |
| <b>22 a Procuring Agency’s right to vary quantities at the time of award</b>        | <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>  |
| <b>23. Procuring agency’s Right to Accept any Bid and to Reject any or All Bids</b> | <p>23.1 Subject to relevant provisions of SPP Rules 2010 (Amended 2019), 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 2019), 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>  |

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| <b>24. Notification of Award</b>           | <p>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.</p> <p>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.</p>   |
| <b>25. Signing of Contract</b>             | <p>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.</p> <p>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.</p>  |
| <b>26. Performance Security</b>            | <p>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.</p> <p>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.</p> |
| <b>27. Corrupt or Fraudulent Practices</b> | <p>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:</p> <div style="margin-left: 40px;"> <p>(a) <b>“Corrupt and Fraudulent Practices”</b> means either one or any combination of the practices given below;</p> <p>(i) <b>“Coercive Practice”</b> means any impairing or harming, or threatening to impair or harm, directly or indirectly, any</p> </div>           |

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 2019).
- (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.
- 13.2 100% 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 be 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.

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| <b>14. Prices</b>                               | 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,   |
| <b>15. Contract Amendments</b>                  | No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.  |
| <b>16. Delays in the Supplier's Performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> |
| <b>17. Liquidated Damages</b>                   | 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.   |
| <b>18. Termination for Default</b>              | 18.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:   |

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

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

## **19. Force Majeure**

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

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

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

## **20. Termination for Insolvency**

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

- 21. Termination for Convenience**
- 21.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 21.2 The Goods that are compete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
- (a) to have nay portion completed and delivered at the Contract terms and prices; and / or
  - (b) To cancel the remainder and pay to the Supplier and agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers
- 22. Resolution of Disputes**
- Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942.
- 23. Governing Language**
- The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 24. Applicable Law**
- The Contract shall be interpreted in accordance with the SPP Rules 2010 (amended 2019).
- 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 2019)**
- In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended 2019) 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 Laboratory Equipment 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.

<b>Introduction</b>	
<b>ITB 1</b>	<b>Name of Procuring Agency:</b> Office of The Assistant Director Procurement – II, NED University, Karachi. Tel # 99261261-68, (Ext: 2291), Fax: 99261255
	<b>Name of Contract.</b> Procurement of Laboratory Equipment Basis for Water Institute, NED University Main Campus
<b>Bid Price and Currency</b>	
<b>ITB 4</b>	Prices quoted by the Bidder shall be “ <i>fixed</i> ” and in “ <i>Pak Rupees</i> ”
<b>Preparation and Submission of Bids</b>	
<b>TB 7</b>	<b><i>Selection / Eligibility / Responsiveness criteria:</i></b> <ol style="list-style-type: none"> <li>1 Bidder should be a Pakistani entity and Bid Price should only be in PKR.</li> <li>2 Having local presence in Karachi.</li> <li>3 Firm comply with specifications mentioned in bidding documents.</li> <li>4 Bid should be accompanied with client list.</li> <li>5 Bidder should strictly comply with technical specification. Bidders can submit the alternate proposal with required bid security.</li> <li>6 The bidder must have at least 3 years of experience in the relevant field.</li> <li>7 Income Tax Certificate (NTN)</li> <li>8 GST / SRB Registration Certificate. (Whichever is applicable)</li> <li>9 Valid Professional Tax Certificate issued from Government of Sindh.</li> <li>10 Details of turn-over (Including in terms of Rupees) of at least last three years and averagely should not be less than 50 million in a year.</li> <li>11 Copies of Annual Statement of Accounts of last three years along-with copies of last three years income tax returns submitted to FBR</li> <li>12 The bidder must enclosed manufacturer authorization certificate from the Principal (s).</li> </ol>
<b>ITB 9</b>	<b>Amount of bid security.</b> 5% of Bid Value
<b>ITB 10</b>	<b>Bid validity period.</b> 90 days
<b>ITB 11</b>	<b>Number of copies.</b> One original
<b>ITB 13</b>	<b>Deadline for bid submission.</b> As notified in NIT
<b>ITB 19.1</b>	<b>Bid Evaluation:</b> Lowest evaluated responsive bid
	<b><i>Other:-</i></b> <ol style="list-style-type: none"> <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> <li>v. Bidders are advised that before filling the bidding documents all pages of bidding documents</li> </ol>



	<p>should carefully be rechecked. If any page(s) / paper(s) of bidding documents are missing that can be downloaded from the official website of this University and SPPRA, and also can be obtained from the office of the ADP-2 in Procurement Cell, NEDUET, Karachi. Bid(s) with incomplete bidding documents will straightaway be rejected.</p> <p>vi. All the clarification/ query regarding tender as per SPP Rules 23 must be addressed to Director Procurement in writing.</p> <p>vii. Bidders are strictly advised to submit their bids along-with all requisite documents together with valid email IDs</p> <p>viii. After issuance of Purchase Order, all correspondence shall be made by Focal Person (Water)/Project Director (Water) of NED University.</p> <p>ix. Prescribed Sales Tax Invoice, payment of Stamp Duty at rate specified by Government of Sindh, Valid Professional Tax Certificate and Job Completion / Inspection Certificate duly issued by Indenting Department will be required for payment. However, withholding of all government Taxes shall apply as rates specified in relevant Government Schedule.</p>
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## **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: 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 2019

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

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

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

The delivery schedule hereafter expressed the date of delivery required.

<b>S. No</b>	<b>Items</b>	<b>Quantity</b>	<b>Time of Delivery from date of Award</b>	<b>Location of Supply</b>
1.	Lab. Equipment	As specified in [Part –VIII] of this Bidding Documents	(06) Months	Water Institute NEDUET

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

**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. 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.

6. Unless and until a formal Contract Agreement is signed, this together with your acceptance thereof, shall constitute a binding contract between us.



7. 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.

8. We understand that you are not bound accept the lowest or any Tender you may receive.

9. We do hereby declare that this Tender is made without any collusion, comparison of figures or arrangement with any other person making a Tender for the above-named Contract.

10. We confirm, if our Tender is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the 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 \_\_\_\_\_  
(Name of Tenderer in Block Capitals)

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

Witness:

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

Address \_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_

## Form-II

### Price Schedule in Pak. Rupees

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

[illegible]

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-III

### Experience of Similar Supply and Installation

[illegible]

**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 severally, 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.

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

Witness:

1. \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
Name, Title and Address (Seal)

\_\_\_\_\_  
(Name)

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Name, Title and Address (Seal)

\_\_\_\_\_  
(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 letter head 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

#### DATA ANALYTICS LABORATORY

BOQ Item	Item Code	Item	Description/Specification	Qty.	Unit Price (Rs.)	Total (Million Rs.)
1	DAL-1	<b>AquaChem 10.0 or Equivalent (Network /Team License for multiple users )</b>	Management Software for Water Quality and Groundwater Sampling Data. AquaChem is a groundwater software package specifically tailored for anyone working with water data. This software is ideally suited for water projects requiring management, analysis, and reporting of groundwater water quality data.	1		
2	DAL-3	<b>Business Storage Server - 32 Tera or higher</b>	Dell (Equivalent or Higher) PowerEdge R7525 Rack Server Model: R7525 Processor: AMD EPYC 7252 3.10GHz, 8C/16T, 64M Cache (120W) DDR4-3200 Processor Thermal Configuration: Heatsink for 2 CPU configuration compatible with the need of CPU in local environment . BACKPLANE: SAS/SATA/NVMe Capable Backplane Memory: 64GB RDIMM, 3200MT/s, Single Ram Hard Drive: 480GB SSD SATA Hard Drives: 1 TB X 6 HDD Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 3.5in HYB CARR, 1 DWPD, 876 TBW Power Cords: NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, Dell 21" LED	1		
3	DAL-5	<b>Data Entry Computers</b>	HP (Equivalent or Higher) ProDesk 400 G7 Microtower PC 10th Gen Intel Core i7 12GB   512 SSD, DVD (3-Year Official Warranty) with License Windows 10 Intel® Core™ i7-10700 12-GB SDRAM   512 SSD Intel® UHD Graphics 630, Intel® Q470 Chipset, HP 21" LED, HP Keyboard, and Mouse.	04		
4	DAL-6	<b>Digitizing tablet</b>	Samsung (Equivalent or Higher) Galaxy Tab A (Display 10.1" (255.4 mm) Main Camera – Resolution 8.0 MP Weight (g) 470. Processor 1.8GHz with HDMI adapter to project tablet on external LED/projector (Supply excludes projector/LED).	10		
5	DAL-8 (i)	<b>Large Format Printer</b>	HP DesignJet Studio plotter series (Equivalent or Higher) for design-sensitive professionals 36" Up to 25 second A1 print speed, 1GB of internal memory, Stand is included along with Roll and cover. Should also include automatic sheet feeder.	1		

6	DAL-8 (ii)	Color Laser Printer	HP Color LaserJet Pro M283fdw (Equivalent or Higher) Multifunction Printer MFP or Equivalent	2		
7	DAL-8 (iii)	Monochrome Laser Printer	HP LaserJet Pro MFP M428dw (Equivalent or Higher) Printer	5		
8	DAL-9	Licensed GIS Software	ESRI Educational site license (100 nodes) or more for at least 3 years with additional tools for water resources management	1		
9	DAL-10	MIKE SHE 2020 or Higher Integrated catchment Modeling Software or equivalent (single user license for at least one year)	MIKE SHE Integrated catchment Modeling Software-integrated modelling of groundwater, surface water, recharge and evapotranspiration. -Integrated catchment modelling	1		
10	DAL-11	Networking Equipment	Ethernet Networking 10 Port switch (Huawei or equivalent brand) with Coaxial Cable (10 rims of Cat-6 cable) including 5 wifi routers (AC1200 Wireless MU-MIMO Gigabit Router or equivalent)	1		
11	DAL-12	GoldSim (Concurrent/ Network License)	Engineering and Environmental Simulation Software for Water Resource Applications	1		
12	DAL-13	Unsat suite plus	Simulate the Migration of Water and Contaminants Through the Vadose Zone UnSat Suite Plus uses an advanced graphical environment designed to simulate 1-D contaminant transport and groundwater flow through unsaturated zones.	1		
13	DAL-14	Visual Modflow Flex 7.0 or Equivalent (Network Premium License for multiple users )	Visual MODFLOW® Flex is the industry standard software for 3D groundwater flow, heat and contaminant transport modeling.	1		
14	DAL-15	Lab Workstation	HP ProDesk 400 G7 Microtower PC 10th Gen Intel Core i7 16GB 1TB and 512 SSD, DVD (3-Year Official Warranty) with License Windows 10 Intel® Core™ i7-10700, LED Screen 20” 16-GB SDRAM   1TB HDD   512 SSD Intel® UHD Graphics 630, Intel® Q470 Chipset, HP 21” LED, HP Keyboard, Mouse, <b>Equivalent or Higher</b>	50		
<b>Total Bid cost without GST</b>						
<b>Add GST</b>						
<b>Total Bid Cost with GST</b>						

**Note:**

Bidder is strictly advised to quote bid with all Federal and Provincial

Signature & Stamp of Bidder

# 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 times 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]

\_\_\_\_\_  
[Supplier /Contractor/Consultant]



# NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

No. DR (Estab)/(1003)/9582

Dated: 09/12/2021

P-6

## OFFICE ORDER

The University has constituted the Committee comprising of the following for procurement of Computing Equipment and Software under the project "Establishment of 21<sup>st</sup> Century Water Institute at NED University":

- |    |   |                    |
|----|---|--------------------|
| 1. | <b>Prof. Dr. Rizwan Ul Haque Farooqui</b><br>Chairperson<br>Dept. of Civil Engg. or his nominee                               | Convener           |
| 2. | <b>Mr. Muhammad Mabroor Khan</b><br>Administrative Officer<br>Centre of Excellence in Marine Biology<br>University of Karachi | Member             |
| 3. | <b>Mr. Khurram Masood</b><br>Sr. Manager (Network & Hardware)   | Member / Secretary |

*M. Hussain*  
09/12/2021  
REGISTRAR

To:

**All above**

Copy for information to:

1. Director P&D
2. Director Finance
3. Ag. Resident Auditor
4. Engr. Haroon Hanif  
Civil Engineer (Water Project)

Water Project
No. 86/21
On 10-12-21

# 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. | <b>Prof. Dr. Saad Ahmed Qazi</b><br>Dean (ECE)          | Convener |
| 2. | <b>Independent Professional from the relevant field</b> | Member   |
| 3. | <b>Nominee of Accountant General Sindh</b>              | Member   |

  
Ag. REGISTRAR 27/5/2016

To:

**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