

## NED UNIVERSITY OF ENGINEERING & TECHNOLOGY PROCUREMENT CELL

Phone # 99261261-68, (Ext. 2471 & 2501) Fax # 99261255, e-mail: <u>dp@neduet.edu.pk</u> "Say No to Corruption"

No. DP/M-IV-147307/8047/ 2555 November 29, 2021

#### Director Procurement

## **Notice Inviting Tender**

NEDUET invites Sealed Bids on (C&F) based on "Single Stage One Envelope" from the Manufacturers / Authorized Dealers / Distributors / Suppliers registered with Income Tax and GST Departments for following:

S#	Tender		Tender Schedule - Date and Time				Tender Fee Rs
	Tourston H	Wast	Issue	/ Sale	Culturiagian	0 .	Harris The E
	Tender#	Work	From	То	Submission	Opening	
1.	PC(M-5)/ NED /Equip/M.T. Lab /8047/01/21	Import of Laboratory Equipment for Department of Mechanical Engineering	06.12.2021	28.12.2021	29.12.2021 10:00 A.M.	29.12.2021 10:30 A.M.	3000/-

Bid Security @ 2% of the total bid cost in shape of PO/Bank Guarantee /demand draft in favor of Director Finance.

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

#### Eligibility Criteria

- The bidder must have at least 3 years of experience in the relevant field.
- ii. 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 120 million, per year as per online annual returns submitted to FBR.
- Registration with GST / 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 <a href="https://www.neduet.edu.pk">www.neduet.edu.pk</a> and <a href="https://www.neduet.edu.pk">www.neduet.edu.pk</a> and

Director Procurement

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ISSUED ON:			
ISSUED TO:			

# NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY, KARACHI

"Enhancement of Academic Facilities at NED
University of Engineering & Technology, Karachi"



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## **TENDER DOCUMENT**

IMPORT OF LABORATORY EQUIPMENT ON C&F BASIS FOR DEPARTMENT OF MECHANICAL ENGINEERING UNDER ENHANCEMENT OF ACADEMIC FACILITIES (MEGA-5)

TENDER NO.: PC (M-5)/NED/Equip/ M.T. Lab/8047/01/21

**PROCUREMENT CELL** 

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## NED UNIVERSITY OF ENGINEERING & TECHNOLOGY PROCUREMENT CELL

Phone# 99261261– 68, (Ext. 2291) Fax # 99261255, E-mail: <a href="mailto:dp@neduet.edu.pk">dp@neduet.edu.pk</a>
"Say NO to Corruption



**Director Procurement** 

No. DP/M-IV-147307/8047/ November 26, 2021

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- iii. Government of Sindh.
  - Affidavit confirming that the firm has not been black listed by any Government, Semi Government or Autonomous
- iv. Bodies on non-judicial stamp paper.

Tender Fee and Bid Security in shape of Pay order 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 <a href="https://www.neduet.edu.pk">www.neduet.edu.pk</a> and <a href="https://www.neduet.edu.pk">www.ppms.pprasindh.gov.pk</a>.

**Director Procurement** 

## **ARTICLES OF AGREEMENT**

petween the Vice Chancellor, NED University of Engineering and Technology, Karachi ncluding has successors in office and Assignees/ Agents, acting through the Director Procurement, hereinafter called the "University" of the one part.
And
of  (Name and signature authorized person), located a, hereinafter called the
"Contractor" which expression shall include their successors, local representatives of the second part.
Whereas the <b>University</b> requires laboratory equipment at NED University, and whereas the Contractor/ supplier has agreed to supply, install, put into operation and demonstrate the working of the said equipment valued at Rs (in figures and words) in the period of months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the <b>Contractor</b> .
amount in figures and words)
<ol> <li>In this agreement words and expressions shall have the same meaning as are respectively to them in the Conditions of Contract herein after referred to.</li> <li>The following documents which, for the purpose of identification, have been signed by on behalf of the Contractor any by         (Name and signature authorized person)         on behalf of the University, all or which</li> </ol>
(name and designation of the authorized person) shall be deemed to form and be read constructed as a part of this <b>Agreement</b> viz.:
a) Articles of Agreement
b) Instructions of Tenderers:
c) Conditions of Contract:
d) Contractor's Offer including the relevant correspondence prior to signing of
this Agreement with all Annexures duly filled in:
e) The specifications of equipment: and

f) Bill of Quantity with prices.

3.	covenants with the University to supp	made to the <b>Contractor/ supplier</b> hereby ly, deliver, install, put into operation and oment in conformity in all respect of the						
4.	The <b>University</b> hereby <b>covenants to pay</b> Contractor/ supplier in consideration of the supply, delivery, installation, putting into operation and demonstration of the working of the equipment the contract price in the manner prescribed by the Contract and approved by the University.							
	ness thereof the parties have hereunto month and year first above written.	set their respective hands and seals, the						
WITN	ESSES:							
Unive	rsity	Contractor/ supplier						
Witne	ess No. 1	Witness No. 1						
Signa	ture:	Signature:						
Name	<b>9</b> :	Name:						
Desig	nation:	Designation:						
Witne	ess No. 2	Witness No. 2						
	ture:	Signature:						
Name	<b>2</b> :	Name:						
Desig	nation:	Designation:						

## **INSTRUCTIONS TO TENDERERS**

The NED University of Engineering and Technology, Karachi intends to purchase Laboratory Equipment under the approved schemes. The purchase will be financed through the cash provided by the Government of Pakistan through Higher Education Commission Islamabad. This Tender is issued for the supply, installation, putting into operation and demonstration of the working of the Laboratory Equipment as per the schedule of requirements given in this Tender Document.

#### PREPARATION OF TENDER.

## 1. Language of Tender

The Tender along with any accompanying literature shall be prepared in English language only.

#### 2. Submission of Tender

- a) The **Tender** shall be enclosed in a double cover. The outer cover shall bear address of the Director Procurement, NED University of Engineering and Technology, Karachi, without any indication that it enclosed a tender. The inner cover shall be marked with the little of the Tender, number of invitation to the Tender and the date of opening of the Tender, and **must be sealed**.
- b) The Form for Tender, (Annexure-A) Tender Particulars (Annexure-B) and Forms of Schedule to Tender (Annexure "C1" & "C2") enclosed herewith, shall be submitted in duplicate. The authorized person signing the tender documents must state his full name and authorized position designation underneath his signature.
- c) The **erasing and /or alteration**s, if any, in the Tender shall authenticated by the authorized person by his fill signature.
- d) The **Tender** shall be accompanied with the **original quotations** from the manufacturers, in case the Tender is submitted through their authorized agents or distributors, and shall be supported by credentials establishing the experience and standing of the manufacturers and /or their authorized agents or distributors.
- e) **Ambiguous and incorrect answers** and/or incorrect filling of Tender Documents will render the tender liable to rejection.
- f) **Quotations** through cable, telegraph, fax, or e-mail will not be considered.

g) The tenders shall not rely on any **interpretation or correction** given by the person except the written **addenda and/ or corrigenda** to documents issued by the Director Procurement, NED University of Engineering and Technology, Karachi.

#### 3. Bid Bond and Contract Performance Bond

- a) The Tenderer shall enclose with his/her tender a **Bid Bond** in shape of payorder / Bank Guarantee /Demand draft should be in favor of Director Finance on requisite stamp paper, as per **Annexure** "**D**" to this Tender Document, issued by a scheduled/commercial Bank doing business in Pakistan, for an amount equivalent to **2% of the total cost** of the Lab Equipment offered as per the Tender submitted by him/her, or whichever is more. The Bid Bond shall be in favor of Director Finance, NED University of Engineering and Technology, Karachi including his successor in office and assignees acting through the Director Procurement, NED University of Engineering and Technology, Karachi. The bond so furnished shall remain **valid for a period 28 days beyond the period of validity of the Tender** or till it is revalidated/extended for a period mutually agrees upon by the tenderer and the Director Procurement, NED University of Engineering and Technology, Karachi.
- b) As soon as an award is made, the provisions in paragraphs c), d) and e) hereunder, shall operate.
- c) If the Tender is **rejected**, the Bid Bond will be returned to the tenderer as soon as possible after rejection.
- d) The successful bidder shall have to give a Contract Performance Bond, as per Annexure "E" to this Tender Documents, to the extent of 10% of the total value of the contract on the same conditions as the Bid Bond. The Performance Bond shall be retained by the Director Procurement, NED University of Engineering and Technology, Karachi till the completion of the guarantee period as per Clause 23 of the Conditions of Contract.

## 4. Quality of Stores.

- a) The Equipment and other relevant materials (hereinafter called "Stores") quoted and supplied against this "Invitation to Tender" shall be strictly in accordance with the Specifications attached with this Tender Document. The Stores shall be product of an established manufacturer shall conform internationally acceptable commercial standards, and shall be a model that has been successfully operated over reasonable period of time in educational institutions R&D organizations, or relevant industry.
- b) In Tenderers must also warrant the use of best material in the making of the stores, by the find that the Specifications for any items of the Stores are lacking in details, they may give their own proposals with detailed specifications, preferably there alternate proposals if possible, for such items in Annexure "F".

- c) The Stores offered by the tenders must be of a quality suitable for the purposed and operations for which they are required, and must be capable of rendering the required performance and services at site in the local conditions of extreme tropical climate, air, dust, water, power and fuel at Karachi.
- d) The Hardware for operation of the Stores will be made available by the NED University of Engineering and Technology, Karachi.
- e) The electric supply for operation of the Stores will be available at 220 volt single phase, or 380 volt three phase, and 50 cycles.
- f) The Stores offered shall be complete with their standard accessories and must be accompanied by their normal instructions book/manual.
- g) Wherever possible or feasible, each item of Stores offered must have its own protection devices, e.g, overload protection by circuit breakers or fuses, or voltage stabilizer for electric equipment.
- h) Unless stipulated otherwise in the specifications for any item, the Stores conforming to ASA, SAE, SSI or DIN will be acceptable.
- The successful bidders may be asked to supply list of spares for 5 years satisfactory operation of any item of the Stores, prior to award of the contract.

#### 5. Literature

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

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

"This is to certify that M/s located have obtained quotati from us against tender inquiry No dated for NED University of Engineering and Technology, Karachi due for operation on _ and have agreed to make available the Equipment on the quotations and te and conditions of the tender".  The above condition does not apply to the manufacturers bidding directly.	a)	The tenderers are required to mention in address of their Principals along with a conquote on their (Principals) behalf as under:	•	
from us against tender inquiry No dated from us against tender inquiry No dated from NED University of Engineering and Technology, Karachi due for operation on _ and have agreed to make available the Equipment on the quotations and te and conditions of the tender".		"This is to certify that M/s.		located at
NED University of Engineering and Technology, Karachi due for operation on _ and have agreed to make available the Equipment on the quotations and te and conditions of the tender".			have obtained	quotations
and have agreed to make available the Equipment on the quotations and te and conditions of the tender".		from us against tender inquiry No	dated	from
and conditions of the tender".		NED University of Engineering and Techno	ology, Karachi due for operat	ion on
The above condition does not apply to the manufacturers bidding directly.		•	Equipment on the quotations	and terms
		The above condition does not apply to the r	manufacturers bidding directl	y.

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

#### 7. Country of Origin.

The tenderers must state in his Tender the Country of Origin of the Stores offered.

#### 8. Alternative Proposal

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

#### 9. Prices.

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

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

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

## b) <u>CATEGORY- "B".</u> Stores imported from approved Countries.

The prices must be quoted for each item of Stores in **Annexure-"C-2"** separately for each of the PARTS given below:

#### PART-1. Payment in Foreign Currency.

The C&F prices quoted by the principals in the currency of the country of origin. For the purpose of comparison, the prices quoted shall be converted to equivalent prices in Pakistani Rupees on the basis of the official bank rate prevalent on the date of opening of the Tender.

## PART-2 Payment in Pakistani Rupees.

- (i) The agent's / supplier's commission in Pakistani Rupees.
- (ii) The insurance charges. The insurance will be arranged by the Contractor/ supplier through the NED University with Messrs. National Insurance Company Limited (NICL). The University will assist the Contractor/ supplier in obtaining the insurance at concessional rates, if any, as allowed by the Government.
- (iii) The cost of installation, putting into operation and demonstration of the working of the equipment in the Laboratories of the NED University in Pakistani Rupees.
- (iv) All the charges pertaining to handling and clearance of the Stores at the port including all taxes, levies, octrois etc. but excluding the customs duties for the payment of which the NED University is exempted by the Government. However, if the customs duties are charged for any items of the Stores for which the Government the exemption, the NED University of Engineering and Technology, Karachi will make the payment

(v) The transportation charges for transporting the Stores from the port to the Laboratories of the NED University including the charges for loading the Stores at the port and unloading the same at the NED University of Engineering and Technology, Karachi.

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

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

## 10. Validity of Prices/Tender

- a) The prices quoted shall be valid for a period of at least 90 days from the date of opening of the tender.
- b) Until the final Contract is executed, the successful bidder shall be bound by the terms and conditions of the Tender Document.

#### 11. Acceptance of the Terms

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

#### 12. Delivery Period

- Shipment of Imported Items.
  - a) The shipment of the items of Stores which are to be imported shall be started as early as possible, the shipment schedule shall be submitted to Director Procurement, NED University of Engineering and Technology, Karachi and shall be negotiable and subject to approval by the University.
  - b) The tenderer must indicate in his/her offer the port from where the Stores will be shipped.

#### ii) Delivery Period

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

#### iii) Delay in the Delivery of the Stores.

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

#### 13. Negotiations.

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

#### 14. Rights of the University

a) The University reserves the right to reject any or all bids without any reason whatsoever, or not waive minor irregularities or errors in any offer. It if appears to the University that such irregularities or errors must be corrected in the offer in

which they occur, the same will be corrected prior to issue of the letter of intent which may be awarded thereupon.

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- b) The NED University is neither bound to accept the lowest or any other offer not is it bound to assign reason for rejection of any offer.
- c) The NED University reserves the right to award the contract to one bidder or divide it among several bidders.
- d) The NED University reserves the right to increase or decrease the quantity of the Stores at its discretion without assigning any reason whatsoever.
- e) The NED University reserves the right to cancel the offer of the tenderer whose bid has been found/ evaluated to be the lowest if it is revealed to the NED University that the tenders does not have the capability or financial resources or facilities to carryout the Contract in accordance with the terms and conditions of this Tender Document.

#### 15. Evaluation of Bids

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

#### 16. Errors in the Bids.

- (i) Any arithmetic errors found during evaluation of bids will be rectified on the following basis:
  - a) If there is a discrepancy between the unit price that is obtained by multiplying the unit price and quantity, the price shall prevail and the total price shall be corrected by the University.

b) If there is a discrepancy between the words and figures, the amount in figures shall prevail.

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- c) If there is any discrepancy between the total tender price entered in the Article of Agreement and the total shown in the Schedule of Prices, the amount stated in the Article of Agreement shall be corrected by the University in accordance with the corrected schedule of Prices.
- (ii) If the tenderer does not accept the corrected amount of the tender, his/her Tender will be rejected and the Bid Bond submitted with the tender shall be forfeited.

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

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

## **BIDDING DATA**

(A)	Name of Procuring Agency:	NED University of Engineering & Technology, University Road, Karachi.
(B)	Brief Description of Works:	Import of Laboratory Equipment on C&F Basis for Mechanical Engineering Department
(C)	Procuring Agency's address:	NED University of Engineering & Technology, Main University Road, Karachi.
(D)	Bid Cost:	Bid cost should based on C&F basis
(E)	Amount of Bid Security:	2% amount in Shape of Pay Order /Bank Guarantee / Demand draft in favor of Direct Finance, NEDUET
(F)	Period of Bid Validity (days):-	(90 days)
(G)	Performance Bond:	10% of Letter of Intent Amount
(H)	Deadline for Submission of Bids along with time:	As notified in NIT
(I)	Venue, Time, and Date of Bid Opening:	As notified in NIT
(J)	Time for Completion from written order of commence:	Maximum upto 120 days from the date of Letter Intent
(K)	Time of Maintenance	12 Months
(L)	Liquidity damages:	
(M)	Local Charges	Local expenditure i.e. Insurance and Clearing & Forwarding shall be reimbursed and paid in PKR on production of Original bill / receipt.
(N)	Eligibility	<ul> <li>Registration with FBR for Income Tax, Sales Tax in case of procurement of goods, registration with the Sindh Revenue Board in case of Procurement of Works and Services and registration with Pakistan Engineering Council as the case may and are not black listed in any procuring agency or authority.</li> <li>At least three years relevant experience.</li> <li>At least three years turnover details that average turnover of last three years should not be less than Rs. 120 million per year.</li> </ul>

#### Other Terms & Conditions: (N) (a) Under following conditions bid can be rejected; (i) Conditional and telegraphic bids/tenders. (vii) Bidders are advised that before Filling the bidding documents all pages of bidding documents (ii) Bids not accompanied by bid security of price 2% The Bid and relevant should carefully be rechecked. If any page(s) / paper(s) of documents mentioned in (b) below). biddina documents are missing that (iii) received after specified date and can be downloaded from the Bids time. official website of this University and SPPRA, and also can be Bid must be signed, named & stamped by obtained from the office of the (iv) the authorized person of the firm / ADP-2 in Procurement Cell, Companies along with authorized letter. NEDUET, Karachi. Bid(s) with incomplete bidding documents will straightaway be rejected. (v) Blacklisted firms/companies (vi) If bid quoted without government (viii) Bidders are required to provide taxes and duties etc. valid E-mail Ids and Contact numbers(s) for effective and timely communication. (b) Responsive Bidder is required to submit following documents with their bid: (i) List of similar assignments with cost (iv) Affidavit confirming that the firm (mention number of projects with has not been black listed by any their cost) Under-taken over the past 03 years. Government, Semi Government or Autonomous Bodies on non-Details of equipment, machineries and judicial stamp paper. (ii) transport Owned by firms/contractor. (if applicable). (v) Proof of Registration of NTN, GST,

Financial Statement and income tax returns for

(iii)

the last 03 years.

**Director Procurement** 

SRB & PEC. (Whichever is

applicable)

## **CONDITIONS OF CONTRACT**

#### 1. Scope of the Contract

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

#### 2. Definition of Terms

In writing these Conditions of Contract, Specification and Bill of Quantities, the following words shall have the meaning hereby indicated, unless is something in the subject matter or Contract Inconsistent with such constructions:

- i. **The University** shall mean the NED University of Engineering and Technology, Karachi.
- ii. The Vice Chancellor shall mean the Vice Chancellor of NED University of Engineering and Technology, Karachi, including his successor in office and assignees, empowered to act in all matters pertaining to the University either directly or through the Director Procurement, NED University of Engineering and Technology, Karachi.
- iii. **The Contractor or Supplier** shall mean the Tenderer (Bidder) whose Bid has been accepted by the University and shall include the Bidder's executors, administrators, successors and permitted assignees.
- iv. **The Stores** shall mean and include all the Laboratory Equipment, literature, materials and articles to be provided by the Contractor/ supplier under the Contract.
- v. **The Contract** shall mean the agreement signed by the Contractor/ supplier for the supply, delivery, installation, putting into operation and demonstration for the working of the Stores, as stated under the Scope of the Contract above.
- vi. **The Contract Price** shall mean the sum mentioned in or calculated in accordance with the provisions of the Contract, which is to be paid to the Contractor/ supplier for satisfactory execution of the Contract in accordance with these conditions of Contract.

- vii. **The Specifications** shall mean the specifications annexed to or issued herewith, and shall include the schedule and drawings attached hereto as well as the samples and patterns if any.
- viii. **Month** shall mean the Calendar month.
- ix. **Writing** shall include any manuscript, type-written, printed or other statement reproduced in any visible form and whether under seal or under hand.

#### 3. Contract Documents.

- a) The terms **Contract Document** shall mean the following documents which shall be deemed to form an integral part of the Contract:
  - i. Articles of Agreement;
  - ii. Instruction to Tenderers;
  - iii. Conditions of Contract;
  - iv. Contractor's/ supplier Proposal/Offer including the relevant correspondences prior to signing of the agreement with all Annexures duly filled in;
  - v. The Specifications of the Stores; and
  - vi. Bill of Quantities with prices.
- b) In the event of any **conflict** between the above mentioned documents, the present Articles of Agreement and Conditions of Contract prevail.

#### 4. Signing of the Contract Agreement

Within 30 days of the issue of the letter of intent, the successful bidder (bidders) will be required to **sign an agreement** with the University for the Supply of quantity, in whole or in part, of the tendered Stores as will be communicated to him/her (them) in the letter of intent.

#### 5. Packing, Marking and Heading

- a) All the Stores whether imported or locally manufactured/available, shall be delivery to the University at NED in safe and secure condition at the risk and cost of the Contractor/ supplier,
- b) The packing, marking and handling shall be so arranged by the Contractor/supplier as to **prevent any loss of damage** to the Stores.

c) In case any of the items of the Stores are to be imported by the Contractor/ supplier, the Import shall be arranged by the Contractor/supplier himself/ herself with such packing and marking and through such means as deemed fit by him/her for safe and secure delivery at NED University of Engineering and Technology, Karachi. The packing of the equipment shall be usual export packing to ensure safe journey by air, sea, rail and road, as the case may be, of the Stores to destination. Each packing shall be clearly marked in English with the following:

Port of Destination: i. Karachi ii. Name of Ship: iii. Name of the Consignee: Director Procurement, NED University of Engineering and

Technology, Karachi

i. Name of the Contractor/ supplier: CONTRACTOR'S NAME & ADDRESS

ii. Case Number & Contractor supplier:

iii. Net Weight & Dimensions: (length, Breadth & Height)

(KG.)

**Gross Weight:** iv.

Marking:

vi.

Number & Date of Contract: ٧.

NED University of Engineering and

Technology, Karachi in a 6 in. x 4 in. rectangle

## 6. Transportation and Shipment

## a. For Stores to be Imported

- All those items of Stores which are to be imported by the Contractor/ (i) supplier shall be shipped by whatever means the Contractor/ supplier deems fit at his/ her risk and cost. The Contractor/ supplier must keep the university informed of the shipping arrangements, schedule of shipping, arrival at the port, clearance from the port, and transportation from the port to the NED University at Karachi.
- (ii) All costs of loading of the Stores from the wharves at port of shipment and also the cost of ship wharf age / berthing, demurrage charges, stevedoring, handling charges and other port and river dues in respect of shipment companies vessels at the port of shipment and all other expenditure up to the stage of placing the Stores at rest on board the ship and the freight charges shall be **borne by the** Contractor/ supplier.
- (iii) Similarly, all costs of unloading the Equipment at the wharves, wharf age / berthing, demurrage, stevedoring, handling charges and other port dues at the port of arrival in Pakistan and transportation from the port up to the stage of placing the Equipment position in the premises of the University shall be borne by the Supplier / Contractor. However, these Local expenditure i.e. Insurance and Clearing & Forwarding shall be reimbursed and paid in PKR on production of Original bill / receipt.

- (iv) All things being equal, **Pakistan flag ship**s should be used, as far as possible, for shipment of the Stores. If no such ship is available, such other ships may be used consistent with the execution of this Contract with economy and efficiency.
- (v) The stores must be shipped **under deck**
- (vi) The Contractor/ supplier shall send by air mail/ courier service of personally deliver 4 (four) sets of non-negotiable shipping documents direct to the Director Procurement, NED University of Engineering and Technology, Karachi, so as to reach him at least 8 (eight) days before arrival of the ship at the port in Pakistan

#### b. For Stores Manufactured/ Available in Pakistan

- (i) All those items of the Stores which are to be manufactured in Pakistan, or are to be supplied from the locally available stocks (whether imported or manufactured in Pakistan), may be transported from the place of manufacture or availability to Karachi any mode of transportation as deemed convenient and suitable by the Contractor/ supplier at his/ her risk and cost.
- (ii) All costs of handing, loading, transportation, unloading and placing the Stores in position in the Laboratory of the Campus shall be borne by the Contractor/ supplier.

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

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

#### 8. Insurance

The **Contractor/ supplier shall arrange** the insurance for the Stores from Messrs. National Insurance Company Limited (NICL) at his/ her risk and cost. The prices quoted (in Pak Rupees) in the offer of the Contractor/ supplier shall include the cost of insurance.

#### 9. On-arrival Inspection

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

## 10. **Taking Over**

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

#### 11. Installation and Demonstration of Stores

#### a). **Installation**

- i) After inspection and taking over of the Stores, as stated in Clauses 9 and 10 above, the **Contractor/ supplier shall install** those items of Stores which are to be permanently positioned in place in the laboratories of the NED University. For this purpose, the Contractor/ supplier shall coordinate with the Project Coordinator (Water Project), NED University, for making arrangements for the Hardware needed for the installation.
- ii) The cost of hardware **for installation** shall be borne by the NED University. The Contractor/ supplier shall provide, along with his offer, the details of the hardware needed for each item of the stores separately. The technical and other personnel needed for installation of the Stores shall be provided by the Contractor/ supplier at his cost. The entire cost of installation, configuration, application except that of the needed hardware, shall be borne by the Contractor/ supplier.

### b). **Demonstration**

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

## 12. Completion Certificate

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

### 13. Terms of Payment

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

## a) Category A: Stores Manufactured/Available in Pakistan without involving import.

- i. For all those items of stores for which the completion certificate has been issued by the NED University, as stated in **Clause 12**, above the NED University will pay to the Contractor/ supplier total price of the items quoted by the Contractor/ supplier.
- ii. The payment for those items of Stores for which the completion certificate has not been issued by the NED University, as stated in Clause 12 above, will be with-held and released only after the damaged items are replaced/repaired, re-inspected and found in satisfactory condition with consequent issuance of the completion certificate. The payment will be made in the same manner as stated in Clause 13 a) i above.

#### b) Category B: Stores imported from approved Countries.

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

## PART-1 Payment in Foreign Currency

i. An irrevocable **letter of credit** of one hundred percent (100%) of the C&F price, in the currency quoted by the Principals, will be opened in a bank in the country of origin in favor of Principals /Contractor/ supplier within 30 days after signing the Contract.

- ii. One hundred percent (100%) of the letter of credit amount will be paid against presentation of the shipping documents to the bank through the above letter of credit. The required shipping documents include.
  - Clean on board bill of leading;
  - Contractor's/ supplier detailed invoice showing description of the Stores, specifications, quantity, unit price and local price.
  - Detailed packing list;
  - · Certificate of origin of the Stores' and
  - Certificate of pre-shipment/after-fabrication inspection or authorization to ship the Stores as per Clause-7.

## Part-2: Payment in Pakistani Rupees

The Rupee component of the price of the Stores as stated in Clause 9 b) of "Instruction to Tenderers" will be paid to the Contractor/ supplier in the following manner:

i. For all those items of Stores for which the taking over inspection certificate has been issued by the NED University, as stated in Clause 10 above, the NED University will pay to the Contractor/ supplier the Pak Rupees component on presentation of original invoices within the cost mentioned on "Annex C-2" at part 2.

## 14. Warranty/Guaranty

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

#### 15. **Breach of Contract**

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

#### 16. Contractor's/ Supplier Default Liability

- **a.** The University may upon written notice of default to the Contractor/ supplier **terminate the Contract** in the circumstance detailed hereunder:
  - If in the judgment of the University, the Contractor/ supplier fails to make delivery of the Stores within the time specified in the Contract Agreement or within the period for which extension has been granted by the University, and
  - ii. If, in the judgment of the University, the Contractor/ supplier fails to comply with any of the other provision of the Contract.
- b) In the event the University terminates the Contract, in whole or in part, as provided in Clause 16 a) above, the University reserves the right to Purchase, on such terms and conditions as it may deem appropriate, Stores similar to the one terminated, the Contractor/ supplier will be liable to the University for any additional costs for such similar Stores, and / or for liquidated damages for delay, as defined in Clause 22 of the Conditions of Contract until such reasonable time as may be required for the final supply of the Stores.
- c) If the Contractor/ Supplier is terminated, as provided in Clause 16 a) above, the University in additional to any other rights provided in this Clause, may require the Contractor/ supplier to transfer title and deliver to the University under any of the following cases in the manner and as directed by the University:
  - i. Any **completed Stores**; and
  - ii. Such **partially completed Stores**, drawings, information and contract right (hereinafter called manufacturing materials) as the Contractor/ supplier has specifically produced or acquired for the performance of such parts of the Contract as has been terminated.
- d) The NED University will pay to Contractor/ supplier the Contract Price for the completed Stores delivered to and accepted by the NED University and also for the manufacturing materials delivered and accepted.
- e) In the event the University does not terminate the Contract, as provided in Clause 16 a) above the Contract, shall continue with the performance of his/her Contract, in which case the Contractor/supplier shall be liable to the NED University for Liquidates damages for delay as set out in Clause 22 unit the Stores are accepted.

## 17. Bankruptcy

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

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

#### 18. Termination of Contract

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

### 19. Force Majeure.

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

### 20. Rejection

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

## 21. Extension of Time

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

## 22. Delay in Delivery-Liquidated Damages

- a) Should the progress of the Contract at any time lagging behind the program agreed between the University and the Contractor/ supplier, the University will notify the Contractor/ supplier in writing and the Contractor/ supplier shall there upon take such steps as he/she may deem fit to expedite the progress of the Contract. Non-issuance of this notice by the University shall not in any way absolve the Contractor/ supplier of the liquidated damages as stated in Clause 22 b) below.
- b) If the Contractor/ supplier r fails to complete the Contract, in full or part, within the time laid down in the Contract Agreement or any extension thereof, there shall be deducted from the Contract Price, as liquidated damages, a sum of one half of one percent (0.5%) of the Contract price of each unit of the delayed Stores for each calendar week of delay subject to the maximum of five percent (5%) of the Contract Price of the unit or units so delayed, and such deduction shall be in full satisfaction of the Contractor's/ supplier liability for the said failure.

#### 23. Period of Guarantee

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

## 24. Non-assignment

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

## 25. **Expenditure under Contract**

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

## 26. Certificate Not to Affect the Rights of the University or the Contractor/supplier

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

## 27. Payments Due from the Contractor/ supplier

**All costs**, ascertained damages or expenses for which under Contract the Contractor/ supplier is liable to the NED University may be deducted by the Campus from any money due or may become due to the Contractor/ supplier under the Contract or may recovered by action of law or otherwise from the Contractor/ supplier.

#### 28. Legal Proceedings

The Contract and the Tender Documents are Government by the **Laws of Pakistan** and proceedings to or arising out of any of them shall be instituted in any courts other than those suitable at Karachi.

## 29. Dispute

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

#### 30. Arbitration

All disputes and matters of difference whatsoever (other than those relating to the certificate of expert) between the University and the Contractor/ supplier relating to and arising out of the Contract and Tender Documents shall be referred to arbitration under the arbitration act 1940 with amendments and reamendments thereof, each parts nomination its own arbitrator. The umpire will be nominated by the arbitrators within the first three arbitral hearing. The award of the arbitrators or of the umpire shall be final and binding upon the parties. The arbitral proceedings shall be held at Karachi.

Annexure "A"

## FORM OF TENDER (Letter of Offer)

Tend	er Reference No.:	dated
Name	e of Contract:	
NED	Director Procurement, University of Engineering and nology, Karachi	
Dear	Sir,	
1.	Conditions of Contract Specification	ocuments including instructions to Tenderers, ns, Drawings, Schedule of prices and Addenda for the execution of the above-name Contract, any doing business under the name and address
	complete such Contract and remed Documents including Address there	the laws of Pakistan hereby offer to execute and ly any defects therein in conformity with the said to for the total Tender price of Rsr sum as may be ascertained in accordance with
2.	We understand that all the schedule	es attached hereto form parts this Tender.
3.	we submit herewith a Bid Bond refe as per Annexure "D", in the amount figures) drawn in favour of or p	the undertakings and obligations of this Tender, rred in Clause 3 of the Instructions Tenderers and unt of Rs (in words and ayable to NED University of Engineering and period of 28 days beyond the period of validity of
4.		accepted, to complete the whole of the work ntract within the time stated in Clause 12 of the
5.	•	r for the period of 90 days beyond the date of remain binding upon us and may be accepted at speriod.

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.

6. Unless and until a formal Contract Agreement is signed, this together with your

acceptance thereof, shall constitute a binding contract between us.

- 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 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	_ 2021
Signature	in the capacity of	duly authorized
to sign Tender for and on behalf of	(Name of Tenderer in Bloc	k Capitals)
Address:	`	. ,
Witness:		
Name :		
Address		
Occupation:		

#### **ANNEXURE-B**

## **TENDER PARTICULARS**

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

#### 1. Conformation of Stores

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

## 2. Manufacturing Details:

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

## 3. Delivery Schedule:

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

## 4. Packing Specification:

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

## **ANNEXURE-C-1**

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

D	ue by (Time		(Date)	(Month)	(Year	)	
S	CHEDULE TO	TENDER N	O		dated		
Т	he Tender will	l be opened a	t houi (Time)	rs on(Date)	(Mon	ith)	(Year)
Delivery	on or before	(Date)	(Me	onth)	(Ye	 ar)	
Rates a	nd amount to	be quoted in	n Pakistani Rup	ees			
S. No.	Code/Item No.	Description of Stores	Detailed Specifications of Stores with Model	Quantity of Stores	Unit	Rate per Unit	Total Price
1	2	3	4	5	6	7	8
It is cert	tifies that:	ores offered	above conform	in all resp	ects with	the pa	rticulates
ii)	specifica	ations given in	the Tender Doo	uments' and		·	
(Signatu	re of the auth	orized person	)				
(Name c	of the authorize	ed person)	_ Se <i>A</i>	<b>L</b>			

(Name of the Tenderer)

#### **ANNEXURE-C-2**

# FORM OF SCHEDULE TO TENDER FOR STORES IMPORTED FROM APPROVED COUNTIES.

Due by (Time)	hours on	(Date)	(Month)	(Year)	
,		, ,	,	(1001)	
SCHEDULE TO T	ENDER NO			dated	
The Tender will be		hour ime)	s on	(Month)	(Year)
Delivery on or before	(Date)	(Mor	nth)	(Year)	

Part: 1: The rates quoted in the Table below must be on C&F basis:

S. No.	Code/Item No.	Description of Stores	Detailed specifications or Stores with Model No.	Quantity of Stores	Unit	Rate per Unit	Currency	Total C&F price	Currency of Origin
1	2	3	4	5	6	7	8	9	10

## Part 2. The rates quoted in the Table below must be in Pakistani Rupees:

S. No.	Code/Item No.	Description of	Quantity of	Unit	Rate per	Total Price
		Stores	Stores		Unit	
1	2	3	4	5	6	7

(Continued on the next page)

## NOTE:

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

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

#### It is certified that:

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

(Name of the Tenderer)	
(Signature of the authorized person)	SEAL
(Name of the authorized person)	

Annexure "D"

## **BID BOND**

(Bank Guarantee)

	Guarantee No Executed on Expiry date
Letter by the Guarantor (Bank) to the Employer (Univer	esity)
Name of Guarantor (Bank) with address:	
Name of Principal (Tenderer) with address:	
Penal sum of Security (Bond), (in figures and words):	
Tender Reference No	date of tender

KNOW ALL MEN BY THESE PRESENT, that in pursuance of the terms of the Tender and at the request of the said principal (Tenderer), 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 of Engineering and Technology, Karachi, (hereinafter called the "Employer" (University") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severely, filmy by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal (Tenderer) has submitted the accompanying Tender numbered and dated as above for supply, installation, putting into operation and demonstration of equipment in the laboratories NED University of Engineering and Technology, Karachi, to the said Employer (University): and

Whereas, the Employer (University) has required as a condition for considering the said Tender that the principal (Tenderer) furnish a Bid Bond in the above said sum to the Employer (University), conditioned as under;

 That the Bid Bond shall remain valid for a period of 28 days beyond the period of validity of the Tender;

#### 2) That in the event of:

- a) The Principal (Tenderer) withdraws his Tender during the period of validity of the Tender;
- b) The Principal (Tenderer) does not accept the correction of his Tender price, pursuance to Clause 16 of "Instruction to Tenderers"; or
- c) Failure of the successful Tenderer to:
  - i) Furnish the required Contract Performance Bond, accordance with Clause 3 of "Instruction to Tenderers"; or
  - ii) Sign the proposed Contract Agreement, in accordance with Clause 4 of the "Conditions of Contract";

then the entire sum be paid immediately to the said Employer (University) as liquidated damages and not as penalty for the successful Tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer shall, within the period specified therefore, on the prescribed form presented to him for signature entire into a format Contract with the said Employer (University) in accordance with his Tender as accepted and furnish within twenty eight (28) days of his being required, to so, a Contract Performance Bond with good and sufficient surety, as may be required, upon the form prescribed by the said Employer (University) for the faithful performance and fulfillment of the said Contract or in the event of rejection of the said Tender by the Employer (University) within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT, the Guarantor shall forthwith pay to the Employer (University) the said sum stated above upon first written demand of the Employer (University) without cavil or argument and without requiring the Employer (University) to prove or to show grounds or reasons for such demand notice of which shall be sent by the Employer (University) by registered post duly addressed to Guarantor at its address given above.

PROVIDED ALSO THAT, the Employer (University) shall be the sole and final judge for deciding whether the Principal (Tenderer) has duly performed his/her obligations to sign the Contract Agreement and to furnish the required Contract Performance Bond within the time stated, above or has defaulted in fulfilling the said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer (University) forthwith and without reference to the Principal (Tenderer) or any other person.

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

Witness:	Guarantor (Bank)
1 (Signature)	(Signature)
Name, Title, Address and Seal)	(Name)
2(Signature)	(Title)
Name, Title, Address and Seal)	(Corporate Guarantor Seal)

Annexure "E"

#### **CONTRACT PERFORMANCE BOND**

(Bank Guarantee)

	Guarantee No Executed on Expiry date	
Letter by the Guarantor (Bank) to the Employ	er (University)	
Name of Guarantor (Bank) with address:		
Name of Principal (Tenderer) with address:		
Penal sum of Security (Bond), (in figures and wo	ords):	
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 of any liability attaching to us under this Guarantee the received by us within the validity period of this discharged of our liability, if any under this Guarantee	at the claim for payment in writing shall Guarantee, failing which we shall be
We, (the Guarantor), waiving Contract, do hereby irrevocably and independently (University) without delay upon the Employer's (Universaons for such demand any sum or sums up to Employer's (University's) written declaration that the failed to perform the obligations under the Contract Guarantor to the Employer's (University's) designated	y guarantee to pay to the employer versity) to prove or to show grounds or the amount stated above, against the Principal (Contractor) has refused or which payment will be effected by the
PROVIDED ALSO THAT the Employer (University) deciding whether the Principal (Contractor) has dult Contract or has defaulted in fulfilling the said oblication without objection any sum or sums up to the amount from the Employer (University) forthwith and wit (Contractor) or any other person.	y performed his obligations under the gations, and the Guarantor shall pay stated above upon first written demand
IN WITNESS WHEREOF, the above bounden Gu under its seal on the date indicated above, the nam being, hereto affixed and these presents duly sign pursuant to authority of its governing body.	e and corporate seal of the Guarantor
Witness:	Guarantor (Bank)
1(Signature)	(Signature)
Name, Title and Address (Seal)	(Name)
2(Signature)	(Title)
Name, Title and Address (Seal)	(Corporate Guarantor (Seal)

#### **ANNEXURE "F"**

#### **Statement Describing Deviation from Specification**

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

(Signature of the authorized person)	
(Name of the authorized person)	(SEAL)
On behalf of	
·	(Name and address of the Tenderer)

# NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY, KARACHI DEPARTMENT OF MECHANICAL ENGINEERING SPECIFICATIONS AND QUANTITIES OF EQUIPMENT

#### MATERIALS TESTING LABORATORY

BOQ	Item Code	Item	Description/Specification	Unit	<b>Total Qty</b>	Price In	
Item					Required	Unit	Total
			A demand I have a Demand I have Marchine	NT.	1	Price	Amount
1	MTL-01	Automatic Impact Testing Machine	Automatic Impact Pendulum Machine with 450 J.Max. Capacity with calibration specimen.	No.	1		
			<ul> <li>Release angle Degrees 150</li> <li>Pendulum length mm 800</li> <li>Maximum impact speed m/s 5.42</li> <li>Resolution Joules 0.01</li> <li>Fully automatic.</li> <li>Ability to run quick test cycles.</li> <li>Electromagnetic brake enables hammer to be launched safely.</li> <li>Motorised hammer elevation with automatic return after each test, provides enhanced productivity and safety during use.</li> <li>Automatic test initiation upon closure of guard door.</li> <li>Manufactured using low friction rigid components.</li> <li>Simple touch screen operation.</li> <li>Charpy impact blades according to ASTM and ISO.</li> <li>Automatic centring device (Except 750 J model).</li> <li>Self-centring specimen placement grips (According to ISO 148-1 and ASTM E23).</li> <li>Foundation base according to standard EN ISO148-2 and</li> </ul>				
			ASTM E23 • With computer attached for data				
2	MTL-2	Metallurgical Microscope	-Inverted Metallurgical Microscope Standard Outfit, Software And Hardware -Capable of delivering the images of both ferrous and non-ferrous materials PC Combined with Stream image analysis software that streamlines the inspection process from observation to image analysis and reporting (Capture bright, dark field, DIC, and polarization)Software with capability of particle analysis (Count and Measure) and Grain sizing in microstructureSoftware image acquisition including HDR and auto-calibration of magnificationMotorized objective lens switching - Hand switch for magnification selection -Reflected light illumination and focusing system (Fine handle stroke per	No.	1		

			rotation: 100 μm (min. scale: 1 μm) and Coarse handle stroke per rotation: 7 mm) -Double Disc Grinder / Polisher (For Specimen preparation) - Magnification 2000X			
3	MTL-3	Universal Hardness Tester Machine	<ul> <li>Universal Hardness Tester 1kgf Upto 250kgf with Laser Positioning System Multi Load Cell, Closed Loop Force Feedback Control Impressions Operator Workflow Control &amp; Advanced Report Generator Auto Brightness, Contrast, Sharpness, Auto Surface Quality Detection Auto Focus Automatic Indent Measurement Anti-Collision System Calibrated Stepless Indent Zoom System Auto Save, Programme Setup, Data Storage Etc.</li> <li>Motorized Z-Axis Built In 5-Axis Cnc Controller Class 2 Laser Positioning System 18mpx Hd Indent Viewing Camera 15" Hd Industrial Touch Screen 3 Indentor Positions Installed</li> <li>Equipment can perform three types of Brinell, Rockwell and Vickers testing with nano-indentation.</li> <li>Adjustable range of optical system brightness</li> <li>Automatically locates and analyzes indents</li> <li>Analysis Modules of Software (Auto Indent Placement, Color Hardness/Contour Map)</li> <li>Motorized X, Y, and Z axis movement</li> <li>the use as nanoindenter in the HN for the measurement of forces and displacements perpendicular to the sample surface (Berkovich indenter for HN - 3-sided diamond pyramid - Face angle 65.27°)</li> <li>Objectives 0.7x, 2.5x, 10x Mall Flat Anvil 80mm Large Testing Table 200mm Wireless Mouse And Keyboard 4 Vibration Dampers Installation &amp; Operator Manual Power Cable Spare Fuse Software And</li> </ul>	No.	1	
4	MTL-4	Automatic Universal Testing Machine with Heating Chamber	Hardware Attached  Testing Instrument - 2 Columns - For High Strength Steel Material - Meets Or Exceeds The Following Standard: UNI-EN-ISO 7500/1 And ASTM E4 - Load Reading Resolution: Over 1/3.000.000 Complete Software, Hardware And Sensors, Actuators - Jigs/Fixture/Attachments For Compression, Tension, Three Point Bending Etc - Sets Of Strain Gauges For Lateral Deformations - Calibration Specimen	No.	1	

5	MTL-5	Servo Hydraulic Dynamic And Fatigue Testing System	Servo Hydraulic Dynamic And Fatigue Testing Machine  Servo Hydraulic Load Frame Hydrostatic Bearing Actuator With Displacement Sensor Service Manifold With Servo Valve(S) Load Train Alignment Fixture  100 Kn Strain Gauge Load Cell Fully Digital Closed Loop Control System Standard Tools For Routine Operation And Maintenance Operational/Maintenance Manuals, Software Manual, Technical Documents, Etc. As Required For This Tender Calibration Certificates	No.	1	
6	MTL-6	Torsion Testing Machine	Maximum Torque 1500N.M Effective Side Torque Range 10-1500N.M Relative Torque Error Indication ±1.0% Torque Resolution 1/±100000 Twist Angle Measurement Range 0 ~ 1000 Torsion Angle Indication Relative Error ± 1.0% Relative Indication Of Speed Indication ±1 Clamping Distance 0 ~ 700mm Size 19000*710*1200mm	No.	1	
7	MTL-7	Automatic Heating Furnace	Maximum Temperature: 1600 °C Continuous Operation Temperature: 1450 °C Inner Dimensions: 150x140x150 Cm (Hxwxd) Volume: 200 L Case Design: Floor-Standing With Swivel Casters	No.	1 tal Amount	

Signature & Stamp of Bidder



#### NED UNIVERSITY OF ENGINEERING & TECHNOLOGY, KARACHI

DP/M-IV/147307/2525

Dated: 27-12-2021



#### NOTIFICATION

With reference to this University Office Order No. DR(Estab)/(1193)Vol-II/6331 dated: 16.06.2016, the Procurement Committee under Rule 7 of the Sindh Public Procurement Rules (as amended) comprising of the following Members has been constituted for Import of Laboratory Equipment for Department of Mechanical Engineering (vide Case File No. PC (M-5)/NED/Equip/M.T. Lab/8047/01/21, as follows:

 Prof. Dr. Mubashir Ali Siddiqui Chairman Mechanical Engineering Department NEDUET, Karachi Convener

2. Mr. Muhammad Mabroor Khan Administrative Officer Center for Excellence in Marine Biology University of Karachi

Member

3. Mr. Fawad Ul Hasan Kamran Assistant Director Procurement-II NEDUET, Karachi

Member/Secretary

The TOR / functions / responsibilities of the aforesaid Procurement Committee will be in accordance with Rule-8 of SPP Rules. The tender will be opened on 29-12-2021 at 10:30 AM in the office of Assistant Director Procurement-II.

Email:

I. cmed@neduet.edu.pk

II. mabroork@hotmail.com

III. adfp2@neduet.edu.pk

Director Precure

## 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 Member

3. Nominee of Accountant General Sindh Member

Ag-REGISTRAR (L

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



**Director Procurement** 

### NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

PROCUREMENT CELL

Tele # 99261261-2291, (Ext. 2471) Fax # 99261255,

E-mail: dp@neduet.edu.pk

"Say NO to Corruption"

No. DP/NED/147307/8047/2525

Dated: 29-11-2021

The Director Information Advertisement Government of Sindh, **Information Department** Directorate of Advertisement Karachi.

SUBJECT:

PUBLICATION OF NOTICE INVITING TENDER

Enclosed kindly find herewith the Notice Inviting Tender (NIT) for publication in three newspapers for job mentioned below:

Notice	Import of Laboratory Equipment for Department of Mechanical Engineering.
Inviting Tender	Tender No. PC/(M-5)/NED/Equip/M.T. Lab/8047/01/2021

Kindly ensure the publication of the aforementioned NIT as under:

Name of Newspapers	Ordinary Page	Date of Publication		
Daily "Dawn" - English Daily "Jang" - Urdu Daily "Awami Awaz" – Sindhi	Black & White	On or before 02-12-2021		

The aforesaid NIT please be published on or before 02-12-2021. The bill along-with tear sheet of newspapers may be sent to Director Finance of this University for payment.

Copy to DF

Director Procurement

29/Nn/2021







Thursday December 2, 2021 Rati-us-Sani 26, 1443 KARACHI

> Phi 25.00 il LXXV No.330 Regd. No. 55-022

ww.dawn.com



## **NED UNIVERSITY OF ENGINEERING & TECHNOLOGY**

PROCUREMENT CELL

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

Dated: November 29, 2021 NO: DP/M-IV-147307/8047/2525



**Director Procurement** 

## **NOTICE INVITING TENDER**

NEDUET invites sealed bids on (C&F) based on "Single Stage One Envelope" from the Manufacturers / Authorized Dealers / Distributors / Suppliers registered with Income Tax and GST Departments for following:

_		Tender Schedule — D		<ul> <li>Date and Time</li> </ul>	Tender		
S. Tender#		Work	Issue / Sale		Submission	Opening	Fee
140.	No. Tender #	Work	From	То	00.40.0004	20 40 2004	Rs.
1	[[[[[[[[]]]]]]]] [[[[[]]]]] [[[[]]] [[]] [[[]]] [[]	Import of Laboratory Equipment for Department of Mechanical Engineering	06.12.2021	28.12.2021	29.12.2021 10:00 AM	29.12.2021 10:30 A.M	3000/-

Bid Security @2% of the total bid cost in shape of PO / Bank Guarantee / Demand Draft in favour of Director Finance.

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

## **Eligibility Criteria:**

- i. 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. 120 million, per year as per online annual returns submitted to FBR.
- iii. Registration with GST / SRB / (whichever is applicable) and must have valid Professional Tax Certificate issued from Government of Sindh.
- iv. 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 Websites www.neduet.edu.pk and www.ppms.pparsindh.gov.pk.

Say No to Corruption

**WEAR MASK-SAVE LIFE** 

الك لكائي كرواجيًا في - الك لكائي محووري

**Director Procurement** 

INF/KRY: No. 4413/2021

ماسك بابورزندكي بجابو - ماسكيان - محفوظ رهو



## جعرات 26رر نظالثاني 1443هـ 2روسمبر 2021ء

## NED يو نيورشي آف انجينئر نگ ايند شيكنالو جي ..... پرو كيورمنٺ سيل

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

No.DP/M-IV-147307/8047/2525

#### مورد 2021 مير 2021 "Say No to Corruption"

NEDUET کومندر دید فر کی انهام دی کیلئے انگر لیکس پیلز لیکس اور سندھ ر یو نیج پورڈ ( جو بھی قابل اطلاق ہے ) کے

یاس دجستریش د محضروالی فرمول سے ایک مرحله ایک افاق المریشد رسر بمبر وی شام سلوب ایل -غينذرفيس نميندرشيرول - تاريخ اوروتت

اجراء/فروخت 421 11/13 كحولتا 21

29-12-2021

€ 10:30 €

3000/-

491

وبارتهنث أف ميكينال الجيئز تك كيلئ 29-12-2021 28-12-2021 06-12-2021

₹ 10:00€ لورنی بشکل ہے آرڈ را جنکے گارٹی *اڈ بی*سا نیڈ ڈراف بی بختی ڈائز یکسنسرف انس پنڈروسٹاویزات، ڈائز پیکٹرڈنانس کے بی PO کے مقابل ADP-II آفس ہے ٹریدی جاسکتی ہیں اورای دفتر میں بالاشیڈول کے مطابق کھولی جانمیں گی

کانس ہونے جائیں، بذیک دستاو بزات بالاشنیہ ول کے مطابق حاصل کی جاستی ہیں اور دفتر ADP-II ہیں تح کر انی ہوں گی۔ بولی و دہندگان سے درخواست ہے کہ وواجھی اور حتی قیت و یں جیسا کہ''گشت وشنیہ''

ليهارزي الجويمنث كادرآ مد لل چیف ش کی لاگے ہے ہوے کی مشعرے ہے ہ<sup>ا</sup>

(i) پولی دینده ، متعلقه شعبه ش کم از کم تبین ساله تیجر به کالاز بأحال بویه (ii) کم از کم کزشته تبین سالول کے زن اوور کی تفسیلات (ایمول نرمز آف روپیزیم) که کزشته تبین سالول کااوسطا زن اوور 120 رملین روپ

غنذرتم

PC(M-5)/NED/Equip/M.T.

Lab/8047/01/21

18/

سالانہ ہے کم نہ ہو۔ برطابق FBR کوآن لائن جمع کرائے گئے سالانہ ریغونز (GST/SRB(iii) جو بھی قابل اطلاق ہوے دجسٹریشن )اورحکومت سندھ کی جانب ہے جاری کردہ پر ویشش لیکس سرٹیلکیٹ کالاز ما حال ۔(iv) نان جوزیشل اسٹامپ ہیچے پر اس کی توشیق کرنے کا حلف نامہ کہ فرم کسی سرکاری ، ٹیم سرکاری یا شود میں راوارے کی جانب سے بلیک استذمیس ری شینڈ رفیس اور بڈسیکورٹی بشکل ہے آ رڈر بھتی ڈائزیکشر

کی اجازت نبین ہے مفصل قوائد دخوا بلا برخشتل پذیک دشاویزات ویب سائنس www.neduct.edu.pk بر www.ppms.pprasindh.gov.pk بریکن سے سائنس