



QUAID-E-AWAM UNIVERSITY

OF ENGINEERING, SCIENCE AND TECHNOLOGY, NAWABSHAH

Sakrand road, Nawabshah, 67450

PROCUREMENT OFFICE

No: QUEST/NH/PROC/

Dated: 10.06.2024

TENDER DOCUMENT

FOR

SUPPLY AND INSTALLATION OF AIR CONDITIONERS FOR
SOFTWARE ENGINEERING AND ENVIRONMENTAL ENGINEERING
DEPARTMENT (LABS & OFFICE).

OF

QUAID-E-AWAM UNIVERSITY OF ENGINEERING, SCIENCE &
TECHNOLOGY, NAWABSHAH.

Method of Procurement: Single Stage-One Envelope Procedure

OFFICE ADDRESS:

PROCUREMENT MANAGER

Quaid-e-Awam University of Engineering,
Science & Technology (QUEST), Sakrand Road Nawabshah Sindh.
Phone # 0244-930389



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No: QUEST/NH/PROC/

Dated: 08.03.2023

1. NOTICE INVITING TENDER

The sealed bids are invited from the well reputed firms for supply of the below mentioned goods. The details of tenders are as under:

Description of work	Estimated Cost	Award criteria	Bid security	Tender fee	Procurement Procedure
1. Supply and installation of IT equipment for 02 new departments (software engineering and environmental engineering) and various other departments / offices / sections.	85.47 Mil. PKR	Most advantageous Bid (quality and cost-based selection)	5%	PKR 5000/- (Non-Refundable)	Single Stage Two Envelopes
2. Supply and installation of networking equipment for software engineering department.	8.16 Mil. PKR	Most advantageous Bid (Least cost-based selection)	5%	PKR 5000/- (Non-Refundable)	
3. Supply and installation of air conditioners for labs of software engineering department.	3.36 Mil. PKR	Most advantageous Bid (Least cost-based selection)	5%	PKR 5000/- (Non-Refundable)	
Bid Doc. Issuance:	Document will be issued from first day of publication of this NIT up to 02.07.2024				
Tender Fees and Application:	The bidder shall pay the tender fee in the shape of D.D. / Pay order in the favor of Director Finance, QUEST Nawabshah.				
Contact details:	PTCL : +92-244-930389 and email address : pm@quest.edu.pk				
Bids Submission:	(Date & time): 02.07.2024 up to 01:30 pm in the Procurement office, QUEST The Bids received after the due date and time will not be accepted.				
Bid Opening:	On 02.07.2024 at 02:00 PM , in the Seminar hall Electrical Engineering Department, A-Sector Quaid-e-Awam University of Engineering Science and Technology, Nawabshah.				
Bid Security:	The bid security shall be provided in the shape of Pay Order only in the name of Director Finance, QUEST Nawabshah				
Bid Validity Period:	90 days				
Eligibility:	<ol style="list-style-type: none">1) Valid registration in NTN and SRB.2) Minimum three years of experiences in relevant field, detailed criteria is available in the Bid document.3) Turnover: as mentioned in Bid document.4) Bids shall be evaluated as per Evaluation Criteria mentioned in the bid document.5) Undertaking of affidavit that the firm is not involved in any litigation of abandoned or executing agency.6) Detailed portfolio of company profile.7) The firm should not be blacklisted (Affidavit required).8) The bidder shall read all the terms and conditions mentioned in the bid document.9) Incomplete bids shall be treated as non-responsive.				
Terms and conditions:	<ol style="list-style-type: none">1) The bids will be opened on the date and time as mentioned above in the presence of bidders or their authorized representatives who wish to attend.2) The procurement agency reserves the right to accept or reject any or all financial bids as per SPPRA rules.3) In case of any unforeseen event, the tenders will be opened on next working day.4) Bids not accompanying the bid security of required amount shall be rejected.5) Bid received after specified date and time shall not be considered.				

Note :The details including selection criteria are available in the Bid document.

Procurement Manager
QUEST Nawabshah



No: QUEST/NH/PROC/206

Dated: 30.06.2024

Corrigendum

With reference to the NIT QUEST/NH/PROC/180 dated: 10.06.2024 (appeared on SPPRA PPMS under ID: SPPRA: (i) T02022-23-0027 dated: 14.06.2024, (ii) T02022-23-0030 dated: 16.06.2024 (iii)T02022-23-0029 dated: 14.06.2024 and in three widely daily newspapers i.e., Daily Jang, Dawn and Awami Awaz on 13.06.2024, it is hereby informed to all interested that the following corrections are to be noted:

1. The procurement procedure is: ***Single Stage Two Envelope***
2. For Work description 02 & 03 in Bid Document may be read as the following:
Single Stage Two Envelope
3. The submission and opening date for works of serial number 01 02 & 0 is hereby extended as following: ***23.07.2024 and the time and place remains same.***

All other terms and conditions remain same.

This Corrigendum is issued with the approval of the competent authority.

Procurement Manager,
QUEST Nawabshah



No: QUEST/NH/PROC/209

Dated: 04.07.2024

Corrigendum/Amendment

With reference to the NIT QUEST/NH/PROC/180 dated: 10.06.2024 and Corrigendum reference No QUEST/NH/PROC/206 Dated: 30.06.2024 (appeared on SPPRA PPMS under ID: SPPRA: (i) T02022-23-0027 dated: 14.06.2024, (ii) T02022-23-0030 dated: 16.06.2024 (iii)T02022-23-0029 dated: 14.06.2024 and in three widely daily newspapers i.e., Daily Jang, Dawn and Awami Awaz on 13.06.2024, and it is hereby informed to all interested that the following corrections are to be noted:

S.No	Description of Work	Amendment	Estimated Cost	Quantity of Air conditioners
03	3. Supply and installation of air conditioners for labs of software engineering department.	3. Supply and installation of air conditioners for software engineering and environmental engineering department.(labs & office)	11.16 million	80

Amendment:

4. The Work of description 03 may be read as the following: Supply and installation of air conditioners for software engineering and environmental engineering department.(labs & office)
5. Estimated Cost For Work description 03 may be read in NIT and Bid Document: 11.16 million:
6. The Quantities of Air conditioners for Work description 03 in Bill of Quantity (BOQ) may be read as: 80.
7. Submission and opening date for works of serial number 01 02 & 03 is hereby same as previous Corrigendum reference No QUEST/NH/PROC/206 Dated: 30.06.2024 as following: **23.07.2024 and the time and place remains same.**

All other terms and conditions remain same.

This Corrigendum is issued with the approval of the competent authority.

Procurement Manager,
QUEST Nawabshah



2. INSTRUCTIONS TO BIDDERS

The Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah, Sindh, intends to purchase items mentioned in the bill of quantities in this tender document under the approved schemes. The purchase will be financed through the cash provided by the Government of Pakistan. This tender is issued for the supply, installation, putting into operation and demonstration of the working of the items mentioned in the bill of quantities in this tender document 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 the address of the Procurement Manager, Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah, Sindh, without any indication that it encloses a tender. The inner cover shall be marked with the title of the Tender, number of invitations 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-D)** enclosed herewith, shall be submitted in duplicate. The authorized person signing the tender documents must state his full name and authorized position designation underneath his signature.
- c) The **erasing and/or alterations**, if any, in the Tender shall be authenticated by the authorized person by his full signature.
- d) A **Corporate Certificate / Competency Certificate of the Manufacturer** regarding installation, testing, commissioning & training of items mentioned in bill of quantities.
- e) **Ambiguous and incorrect answers** and/or incorrect filling of Tender Documents will render the tender liable to rejection.
- f) **Quotations** through cable, telegraph, telex, fax, or e-mail will not be considered.
- g) The tenders shall not rely on any **interpretation or correction** given by any person except the written **addenda and/or corrigenda** to documents issued by the Procurement Manager, Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah, Sindh.
- h) The bidder shall nominate an authorized person on his/her behalf who can sign the bid documents, and participate in the overall bidding process on behalf of the owner of the company (bidder). Such nomination shall be made on the official letter head of the company and shall be duly signed and stamped by the owner / signing authority.

3. Quality of Stores.



- a) The items mentioned in bill of quantities (hereinafter called “Stores”) quoted and supplied against this “Invitation to Tender” shall be strictly in accordance with the **Specifications** attached with this Tender Document. The Stores shall be the product of an established manufacturer shall conform to internationally acceptable commercial standards, and shall be a model that has been successfully operated over a reasonable period of time in educational institutions, R&D organizations, or relevant industry.
- b) The Bidders must also warrant the use of best material in the making of the stores. By the find that the Specifications for any items of the Stores are lacking in details, they may give their own proposals with detailed specifications, preferably three alternate proposals if possible, for such items in Annexure-E.
- a) The Stores offered by the tenders must be of a quality suitable for the purposes and operations for which they are required, and must be capable of rendering the required performance and services at site in the local conditions of extreme tropical climate, air, dust, water, power and fuel at Nawabshah.
- b) The Hardware for operation of the Stores will be made available by University.
- c) The electric supply for operation of the Stores will be made available at 220-volt single phase, or 380-volt three phase, and 50 cycles.
- d) The Stores offered shall be complete with their standard accessories and must be accompanied by their normal instructions book/manual.
- e) 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 electrical and electronic appliances.
- f) Unless stipulated otherwise in the specifications for any item, the Stores conforming to ASA, SAE, SSI or DIN will be acceptable.
- g) 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.

4. **Literature.**

The bidders must furnish 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.

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

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

“This is to certify that M/s _____ located at _____ have obtained quotations from us against tender inquiry No. _____ dated _____ from Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah, due for opening on _____ and have agreed to make available the items mentioned in bill of quantities on the quotations and terms and conditions of the tender”.



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

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

6. **Country of Origin.**

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

7. **Alternative Proposal.**

If any bidder elects to submit alternative proposal(s) complete information on the alternative items including all data relating to technical specifications, shall be given as per Annexure-E.

8. **Prices.**

The prices quoted must be total per unit in Pakistani Rupees as shown in **Annexure-D** and shall include:

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

In addition, the prices given in Annexure-D shall also include the following for the Stores.

- i. Supply, detailing, manufacture, factory testing, export preparation and all costs incidental to shipping/transport up to the stage of S&I of items mentioned in the bill of quantities.
- ii. Responsibility for any loss and/or damage at any stage from manufacture to S&I of items mentioned in the bill of quantities.
- iii. The cost of export taxes, fees and charges levied and outgoing incurred on exporting goods in the country of origin.
- iv. The expenses on account of the certificate of origin, invoices or any other documents issued in the country or origin.

9. **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 this Tender Document.

10. **Acceptance of the Terms**

- a) The submission of the tender against this tender inquiry by the bidder means that the bidder 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 the tender shall be deemed to be fully aware of the nature of the Stores and the purpose for which they are required and shall be bound to accept the Contract if placed with him/her on the basis of the prices and of the delivery schedule as indicated in Clause 12 hereof within the validity of his/her Tender.



- b) If the Tender is awarded in favour of Proprietor / Principals who has no authorized agent or distributor in Pakistan, he/she shall have to appoint a distributor or nominee for the purpose of successful completion of the contract and to provide after-sales service.

11. Delivery Period.

i. Shipment of Items.

- c) The shipment of the items of Stores shall be started as early as possible, the shipment schedule shall be submitted to the Procurement Manager Quaid-e-Awam University, and shall be negotiable and subject to approval by the University.

ii. Delivery Period.

- a) The entire Stores must be delivered, installed, and put into operation in the S&I of items mentioned in the bill of quantities as early as possible after receiving the letter of award of the Contract.
- b) The Bidder 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 delayed 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 Clause 22 of the Conditions of Contract given in this Tender Document.
- b) The liquidated damages may be waived fully or partially by the Procurement Manager with the approval of the Vice Chancellor of the University if there are reasonable grounds for such a delay.

12. Negotiations.

Under no circumstances will the negotiations take place with any bidder 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 bidders cannot revise their prices after the public opening of the tenders.

13. 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. If it 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.

(b) The University reserves the right to award the contract as per selection criteria mentioned in this document.

(c) The University reserves the right to increase or decrease the quantity of the Stores at its discretion without assigning any reason whatsoever.

(d) The University reserves the right to cancel the offer of the bidder who does not fulfill the evaluation criteria set in this document.

14. Evaluation of Bids.

a) In comparing bids, the University will consider, besides the prices quoted, such other factors as compliance with specifications, relative quality of Stores, past experience of the bidder, after-sales services facilities available in Pakistan and the bidder'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-D, the total prices as mentioned in Clause-9 (b) shall be compared.
 - (ii) For comparison of the items quoted in Annexure-D, the total prices as mentioned in Clause-9(a) including the charges/cost packing, making, handling, insurance, inspection guarantees, clearance, freight/transportation up to the University’s S&I of items mentioned in the bill of quantities duties, taxes, levies, octrois etc.

15. Errors in the Bids.

- (i) Any arithmetic errors found during evaluation of bids will be rectified on the following basis:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the University.
 - b) If there is a discrepancy between the words and figures, the amount in figures shall prevail.
 - c) If there is any discrepancy between the total tender price entered in the Articles of Agreement and the total shown in the Schedule of Prices, the amount stated in the Articles of Agreement shall be corrected by the University in accordance with the corrected schedule of Prices.
- (ii) If the bidder does not accept the corrected amount of tender, his/her Tender will be rejected.



3. 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 S&I of items mentioned in the bill of quantities in accordance with the technical Specifications and Bill of Quantities enclosed in this Tender Document.
- b) The Contractor shall within a period of one month of the execution of the agreement furnish to the 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, Specifications and Bill of Quantities, the following words shall have the meanings hereby indicated, unless there is something in the subject matter or Contract inconsistent with such constructions:

- i. **The University** shall mean the Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah, Sindh.
- ii. **The Vice Chancellor** shall mean the Vice Chancellor of Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah, Sindh, including his successor in office and assignees, empowered to act in all matters pertaining to the University either directly or through the Procurement Manager Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah.
- iii. **The Contractor or Supplier** shall mean the 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 items mentioned in the bill of quantities, literature, materials, and articles to be provided by the Contractor under the Contract.
- v. **The Contract** shall mean the agreement signed by the Contractor for the supply, delivery, installation, putting into operation and demonstration for the working of the Stores, as stated under the Scope of the Contract above.
- vi. **The Contract Price** shall mean the sum mentioned in or calculated in accordance with the provisions of the Contract, which is to be paid to the Contractor for satisfactory execution of the Contract in accordance with these Conditions of Contract.
- vii. **The Specifications** shall mean the specifications annexed to or issued, herewith, and shall include the schedule and drawings attached hereto as well as the samples and patterns if any.
- viii. **Month** shall mean the Calendar month.
- ix. **Writing** shall include any manuscript, type-written, printed or other statement reproduced in any visible form and whether under seal or under hand.

3. Contract Documents.

- a) The term **Contract Document** shall mean the following documents which shall be deemed to form an integral part of the Contract:
 - i. Articles of Agreement;
 - ii. Instructions to Bidders;



- iii. Conditions of Contract;
- iv. Contractor's 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 shall prevail as SPPRA rules.

4. Signing of the Contract Agreement

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

5. Packing, Marking and Handling

a) All the Stores, whether imported or locally manufactured / available, shall be delivered to the University at Nawabshah in **safe and secure condition** at the risk and cost of the Contractor.

b) The packing, marking and handling shall be so arranged by the Contractor as to **prevent any loss of or damage** to the Stores.

c) In case any of the items of the Stores are to be imported by the Contractor, the **import** shall be **arranged by the Contractor** himself / herself with such packing and marking and through such means as deemed fit by him / her for safe and secure delivery at Nawabshah. The packing of the items mentioned in the bill of quantities in this tender document shall be the usual export packing to ensure safe journey by air, sea, rail and road, as the case may be, of the Stores to destination. Each packing shall be clearly marked in English with the following:

- i. Port of Destination: KARACHI.
- ii. Name of the Ship: _____
- iii. Name of the Consignee: **PROCUREMENT MANAGER,**
QUAID-E-AWAM UNIVERSITY OF
ENGINEERING, SCIENCE & TECHNOLOGY
NAWABSHAH, SINDH, PAKISTAN

- i. Name of the Contractor: CONTRACTOR'S NAME & ADDRESS
- ii. Case Number & Contents: _____
- iii. Net Weight & Dimensions: (length, Breadth & Height)
- iv. Gross Weight: (Kg.)
- v. Number & Date of Contract: _____
- vi. Marking: **QUEST** in a 6 in. x 4 in. rectangle

QUEST

6. Transportation and Shipment

a. For Stores to be Imported

- i. All those items of Stores which are to be imported by the Contractor shall be **shipped** by whatever means the Contractor deems fit **at his / her risk and cost**. The Contractor must keep the University informed of the shipping arrangements, schedule of shipping, arrival at the port, clearance from the port, and transportation from the port to the University.



- ii. **All costs** of loading of the Stores from the wharves at port of shipment and also the cost of ship wharf age / berthing, demurrage charges, stevedoring, handling charges and other port and river dues in respect of shipment companies' vessels at the port of shipment and all other expenditure up to the stage of placing the Stores at rest on board the ship and the freight charges shall be **borne by the Contractor**.
- iii. Similarly, all costs of unloading the Stores at the wharves, wharf age / berthing, demurrage, stevedoring, handling charges and other port dues at the port of arrival in Pakistan and transportation from the port up to the stage of placing the Stores position in the S&I of items mentioned in the bill of quantities of this document shall be borne by the **Contractor**. In order to facilitate the clearance of the Stores at the port of arrival, a clearing agent will be engaged by the University, in consultation with the Contractor, who will get the Stores cleared with the assistance of the University and the Contractor, and the clearing agent's charges shall be **borne by the Contractor**.
- iv. All things being equal, **Pakistan flag ships** should be used, as far as possible, for shipment of the Stores. If no such ship is available, such other ships may be used consistent with the execution of this Contract with economy and efficiency.
- v. The Stores must be shipped **under deck**
- vi. The Contractor shall send by air mail/courier service or personally deliver 4 (four) sets of non-negotiable shipping documents direct to the Procurement Manager, Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah, Sindh, 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 Nawabshah by **any mode of transportation** as deemed convenient and suitable by the Contractor at his / her risk and cost.
- ii. **All costs** of handling, loading, transportation, unloading and placing the Stores in position in the S&I of items mentioned in the bill of quantities in this tender document shall be **borne by the Contractor**.

7. Pre-shipment and After-fabrication Inspection

- a) The **pre-shipment inspection** and / or the inspection of the Stores Principals/Proprietor at the premises, if desired by the Contractor, shall be arranged by the Contractor at his / her own cost. The responsibility for the quality, quantity, correctness and adherence to the Specifications etc. of the Stores shall lie solely and squarely on the Contractor.
- b) The 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 of any of his obligations under this Contract.



8. Insurance

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

9. On-arrival Inspection

There shall be inspection of the Stores by the representatives of the University after arrival in the S&I of items mentioned in the bill of quantities in this document in presence of the Contractor or his authorized representatives and the representatives of the insurance company. The **inspection report**, which, inter-alia, should indicate the condition in which each item of the Stores has been received, shall be signed by the above representatives. The Contractor shall coordinate with the Procurement Manager, Quaid-e-Awam 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 S&I of items mentioned in the bill of quantities in this document and after inspection, as stated in Clause 9 above, the 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 shall install** those items of Stores which are to be permanently positioned in place in the laboratories and offices of the University. For this purpose, the Contractor shall co-ordinate with the Procurement Manager, Quaid-e-Awam University, for making arrangements for the Hardware needed for the installation.

ii) The cost of hardware **for installation** shall be borne by the University. The Contractor 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 at his cost. The entire cost of installation, configuration, application except that of the needed hardware, shall be borne by the Contractor.

b) Demonstration

i) After installation of the Stores, as stated in Clause **11 a)** above, the complete **working of each item** of Stores for the purpose of performing the functionality for items mentioned in the bill of quantities in this document experiments, testing of specimens, and recording of the test results etc., shall be demonstrated fully to the designated staff of the University by the Contractor or his technical personnel.

ii) The entire **cost**, including the T.A. / D.A. of the personnel involved in the demonstration, shall be **borne by the Contractor**.

12. Completion Certificate

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



13. Terms of Payment

- a) 70% Payment shall be made after the receipt of Inspection certificate from End User.
- b) 30% Payment shall be made after the receipt of certificate from Inspection Committee.

14. Warranty / Guaranty

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

15. Breach of Contract

In case of breach of warranty /guarantee or Contract, the **damages** suffered by the University shall be **recovered from the Contractor** out of any payments due to the Contractor.

16. Contractor’s Default Liability

- a) The University may upon written notice of default to the Contractor **terminate the Contract** in the circumstances detailed hereunder:
 - i. If in the judgment of the University, the Contractor fails to make delivery of the Stores within the time specified in the Contract Agreement or within the period for which extension has been granted by the University; and
 - ii. If, in the judgment of the University, the Contractor fails to comply with any of the other provisions 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, and the Contractor 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 Contract is terminated, as provided in Clause **16 a)** above, the University, in addition to any other rights provided in this Clause, may require the Contractor 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 material) as the Contractor has specifically produced or acquired for the performance of such parts of the Contract as has been terminated.
- d) The University will **pay to the Contractor** the Contract Price for the completed Stores delivered to and accepted by the 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 Contractor shall continue with the performance of his / her Contract, in which case the Contractor



shall be liable to the University for **Liquidated Damages for delay** as set out in Clause 22 until the Stores are accepted.

17. **Bankruptcy**

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

- a) **Terminate the Contract** forthwith by a notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the Contract may become vested, and to act in the manner provided in Clause 16 above as though the last-mentioned notice has been the notice referred in such Clause and the Stores have been taken out of the Contractor's hand; and / or
- b) Give such liquidator, receiver, or other person the **option of carrying out the Contract** subject to his / her providing a guarantee for the due and faithful performance of the Contract up to 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 finds it impracticable to continue operation or, if owing to force majeure or to any cause beyond its control, the 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 resumed within three months, then either party shall have the right to terminate the Contract by giving ten **(10) days written notice** to the other.
- c) In the event of termination of the Contract under this Clause, **payment** will be made to the Contractor as follows:
 - i) The Contractor shall be paid for all the Stores for which the completion certificate has been issued, as stated in Clause 12, and for all the reimbursable expenses due and unpaid.
 - ii) The Contractor shall also be paid reasonably for any work done during the said six months period as well as for settlement of any financial commitment made in connection with proper performance of the Contract and which are not reasonably defrayed by payments under i) above.
 - iii) On termination of the contract for any cause, the Contractor shall see to the orderly suspension and termination of operations with due consideration to the interests of the University with respect to completion, safeguarding or storing of the Stores produced for the performance of the Contract and the salvage and resale thereof;

19. **Force Majeure.**

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



20. Rejection

a) In the event any portion of the Stores supplied by the Contractor is found before taking over to be **defective in material or workmanship**, or otherwise not in conformity with the requirements of the Contract, the University shall have the right to either reject or require, in writing, rectification of the Stores. In the latter case, the Contractor shall with utmost diligence, and at his own expense, make good the defects so specified or replace the defective Stores. If the Contractor fails to rectify or replace the rejected Stores, the University may adopt any of the following options:

- i) **Replace or rectify**, at its option, such defective Stores and charge to the Contractor the excess cost occasioned to the 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 these Conditions of Contract.

c) 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, the Contractor 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 conditions of the Contract.

22. Delay in Delivery - Liquidated Damages

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

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

23. Period of Guarantee

a) The term **period of guarantee** shall mean the period of twelve (**12**) **months** from the date on which the Stores have been put into operation and demonstrated to 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 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 University; the notice shall indicate in what respect the Stores are faulty.



- c) The provisions of this Clause include all the **expenses** that the Contractor may have to incur for delivery and installation of such replacement parts, material, and items mentioned in the bill of quantities in this tender document as are needed for satisfactory operation of the Stores at the University premises.
24. **Non-assignment**
The Contractor shall **not have the right to assign or transfer** without the prior approval of the University the benefit and obligations of the Contract or any part thereof.
25. **Expenditure Under Contract**
The Contractor shall not make any expenditure for the purpose of this Contract in any **country not authorized** by the Government of Pakistan.
26. **Certificate Not to Affect the Rights of the University or the Contractor**
No certificate of the University on account nor any sum paid on account by the 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 nor relieve the Contractor of his obligation for due performance of the Contract or be interpreted as approval of the Stores supplied, and no certificate shall create liability of the University to pay for the alterations, amendments, variations etc. not ordered in writing by the University or discharge the Contractor for the payment of damages or of any sum against the payment of which he / she is bound to indemnify the University nor shall such certificate nor the acceptance by him / her of any sum paid affect or **prejudice the rights of the Contractor** against the University.
27. **Payments Due from the Contractor**
All costs, ascertained damages or expenses for which under the Contract the Contractor is liable to the University may be deducted by the University from any money due or may become due to the Contractor under the Contract or may be recovered by action of law or otherwise from the Contractor.
28. **Legal Proceedings**
The Contract and the Tender Documents are governed by the **laws of Pakistan** and no proceedings to or arising out of any of them shall be instituted in any courts other than those situated at Hyderabad and Karachi, Sindh Pakistan.
29. **Dispute**
Should any question or dispute arise as to the material, design, construction or delay in the supply of the Stores or the purpose or the performance for which they are required or are warranted, the University shall nominate an independent **certifier / expert** having knowledge of items mentioned in the bill of quantities in this tender document, 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 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 other legal proceedings. The award of the costs of the certifier will be within his / her own discretion and shall be recoverable from the party against which the costs are awarded.
30. **Arbitration**
All disputes and matters of difference whatsoever (other than those relating to the certificate of expert certifier) between the University and the Contractor relating to and arising out of the Contract and Tender Documents shall be referred to arbitration under the arbitration act 1940 with amendments and re-amendments thereof, each party nominating its own arbitrator. The umpire will be nominated by the arbitrators within the first three arbitral hearings. The **award of the arbitrators or of the umpire shall be final and binding** upon the parties. The arbitral proceedings shall be held at Nawabshah, Sindh Pakistan.
31. **Other terms and conditions**
1. Warranty/Guarantee and Product Origin must be mentioned clearly.



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2. The University reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010.
3. Installation and transportation must be mentioned clearly.



4. BID DATA SHEET

Introduction

- 1. Source of funds:** ITB 1.1 Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah
Procurement of Goods
Supply and Installation of items mentioned in the bill of quantities in this document at QUEST, Nawabshah.
Estimated cost: 11.16 million PKR
- 6. Clarification of Bidding Documents:** ITB 6.1 Procurement Manager, QUEST, Nawabshah.
Address: Procurement Office, Quaid-e-Awam University, Sakrand road Nawabshah.
PTCL # 0244-930389
- 8. Language of Bid:** ITB 8.1 English

Preparation and Submission of Bids

- 11. Bid Prices:** ITB 11.1 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.
ITB 11.2 The price quoted shall be Delivery Duty Paid (DDP)
The price quoted shall be in Pak. Rupees (PKR)
ITB 11.5 The price shall be fixed and inclusive of all applicable Taxes,
- 13. Documents Establishing Bidder's Eligibility and Qualification:** ITB 13.3 Qualification requirements.
(d) The Bidder/s should have Minimum **three years** of experience in the supply of similar type of Goods. The Bidder/s should be the taxpayer and registered with GST.
- 15. Bid Security:** ITB 15.1 **5%** of quoted bid (Only via Pay Order)
0.35% of bid amount or as per notified by the Govt. of Sindh, will be paid by successful bidder as stamp duty.
- 16. Period of Validity of Bids:** ITB 16.1 The bid shall be valid for 90 days
- 17. Format and Signing of Bid:** ITB 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 18. Sealing and Marking of Bids:** ITB 18.2 Procurement Manager, QUEST Nawabshah
(a)
ITB 18.2 (b) Bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet.
- 19. Deadline for Submission of Bids:** ITB 19.1 **02.07.2024 up to 01:30 PM,**
Note:
1. Bids received after the due date and time will be unaccepted.
2. Bidders shall not submit bids electronically.
3. Unsealed bids will be disqualified (Technical and Financial Proposals).



Opening and Evaluation of Bids

- 22. Opening of Bids by the Procuring agency:** ITB 22.1 *Time, date, and place for bid opening*
Same day of submission (i-e) **23.07.2024 on 02:00 PM** in the committee room of Vice Chancellor secretariat, QUEST, Nawabshah.
- 23. Liquidated Damages:** ITB 23.1 *Liquidity damages:*
(0.05% of Estimated cost or Bid cost)
- 25. Evaluation and Comparison of Bids:** ITB 25.3 The QUEST will accept Item-wise Most Advantageous Bid prices as per Rule 46 and 49 of SPPRA Rules, 2010 (Amended Time to Time).
- ITB 25.4 Incomplete and conditional quotations will be rejected
- (a) forthwith. No cutting / overwriting in the offered prices will be accepted.
- ITB 25.4 Deviation in payment schedule.
- (c) (ii) Annual interest rate.
- ITB 25.4 Spare parts and after sales service facilities in the Procuring agency's country.
- (e)
- ITB 25.4 Operating and maintenance costs.
- (f) Factors for calculation of the life cycle cost:
- (i) number of years for life cycle;
- (ii) operating costs;
- (iii) maintenance costs; and
- (iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value.
- or**
- Reference to the methodology specified in the Technical Specifications or elsewhere in the bidding documents.
- ITB 25.4 Performance and productivity of items mentioned in the bill of quantities in this document.
- (g)
- ITB 25.4 Details on the evaluation method or reference to the Technical Specifications.
- (h)

Award of Contract

- 29. Procuring agency's Right to Vary Quantities at Time of Award:** ITB 29.1 Percentage for quantity increase or decrease. **(15) percent.**
- 33. Performance Security:** ITB 33.1 *Amount of Performance Security:*
10% Performance Security of the awarded amount mention in the Bid Evaluation Report.



5. SELECTION CRITERIA

The selection process shall be based on first checking the mandatory criteria. The financial proposals of only those bidders who fulfil the mandatory criteria given in the next section will be considered.

5.1. MANDATORY CRITERIA

The below mentioned mandatory criteria must be met by a bidder in order to get consideration for opening of financial proposal. A bidder failing in any of the mandatory criteria will not be considered further and his/her bid will be rejected.

1.	Registered with the concerned Federal and Provincial Tax Departments. 1. National Tax Registration Certificate (NTN) 2. General Sales Tax Registration Certificate (Where applicable) 3. Active Taxpayer Status on FBR 4. Sindh Revenue Board (SRB) (Where applicable) 5. Office Address of firm should be same as declared to FBR	Relevant documentation should be submitted. (Mandatory)
2.	Relevant experience <i>The bidder must have at least 5 years of experience in the relevant field</i>	
3.	Turnover for the last three years	
4.	Undertaking for the firm is not Blacklisted previously by any executing agency / organization (as per given template in this Bid Document).	
5.	Company Profile <ul style="list-style-type: none">▪ Details of completed similar projects.▪ Details of Competent Staff▪ Years of Experience in the relevant Field▪ Firm Audit Reports▪ Copy of Bid Security (VALUE HIDDEN) attached with the technical proposal	
6.	Tender fee in the shape pay order / bank challan. <i>The bid shall be rejected if not accompanied by the tender fee.</i>	
7.	Product specifications / Compliance sheet for comparison <i>The bidder shall attach a point-by-point comparison of their quoted price with the product specifications mentioned in the bill of quantities.</i>	Point-by-point comparison of quoted product with the product specification in the bill of quantities

5.2. AWARD OF CONTRACT

Contract will be awarded to the most advantageous responsive firm which meets the mandatory criteria, and their bid is evaluated to be the lowest quoted price (item-wise).



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ANNEXURES



ANNEXURE-A

**FORM OF TENDER
(LETTER OF OFFER)**

Tender Reference No. _____

Dated _____

Name of Contract: **Supply, Installation, Putting into Operation and Demonstration of items mentioned in the bill of quantities of this tender document at Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah, Sindh**

The Procurement Manager,
Quaid-e-Awam University of Engineering, Science & Technology
Nawabshah, Sindh

Dear Sir,

1. Having examined the Tender Documents including Instructions to Bidders, Conditions of Contract, Specifications, Drawings, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Contract, we, the undersigned, being a company doing business under the name and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Contract and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Tender Price of Rs. _____ (in figures and words) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Tender.
3. 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 Bidders.
4. 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.
5. Unless and until a formal Contract Agreement is signed, this Tender, together with your acceptance thereof, shall constitute a binding contract between us.
6. We undertake, if our Tender is accepted, to execute the Contract Performance Bond referred to in Clause 3 of the Instructions to Bidders and as per Annexure "E" for the due performance of the Contract.
7. We understand that you are going to use a selection criterion mentioned in this tender document to evaluate the **Most Advantageous Bid**.
8. We do hereby declare that this Tender is made without any collusion, comparison of figures or arrangement with any other person or persons making a Tender for the above-named Contract.



9. 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, Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah. (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 Bidder in Block Capitals)

Address: _____

Witness:

Name: _____

Address: _____

Occupation: _____



ANNEXURE-B

TENDER PARTICULARS

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

1. Conformation of Stores:

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

2. Manufacturing Details:

- (i) Brand of items mentioned in the bill of quantities in this tender document.
- (ii) Name and address of Manufacturer; and
- (iii) Country of origin of Stores.

3. Delivery Schedule: `

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

4. Packing Specification:

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



ANNEXURE-C

PROFILE OF BIDDER

1. Name of Organization:
 - a. Address: _____
 - b. Mailing Address: _____
 - c. Telephone No: _____
 - d. Fax No: _____
 - e. E-mail Address: _____
 - f. Organization Legal Status: (Mark (✓) at appropriate status and mention paid up capital amount)
 - i. Sole Proprietorship _____
 - ii. Partnership _____
 - iii. Joint Stock Company: _____
2. National Tax Registration No: _____
3. Sale Tax Registration No. (if applicable): _____
4. Sindh Government professional Tax Registration No: _____
5.
 - Bank: _____
 - Name: _____
 - A/c No: _____
 - Branch: _____
 - Address: _____
6. Name (s) of person (s) Authorized to sign Correspondence /Documents /Bills etc:

Name	CNIC	Post Held	Limit of Authority
7. Have your firm ever been black listed by any Government /Semi Government / Private Sector Organization (S). If yes please attach details.
8. Detail of Litigation /Arbitration cases (if any): _____



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NAME: _____

SIGNATURE: _____

SEAL OF COMPANY ENTITY: _____

DATED: _____



ANNEXURE-E

Statement Describing Deviation from Specifications (For alternate bids as per SPPRA rules).

S.No.	Code No.	Description of Stores	Statement of Variation from Specifications	Make & Model	Reasons for Variations.
1	2	3	4	5	6

(signature of the authorized person)

SEAL

(name of the authorized person)

On behalf of

(name and address of the Bidder)

**ANNEXURE -F****Bidder's Registration Form For PPMS**

1	Supplier Type	
2	Product Services	
3	Supplier Status	
4	Black Listed by Any Procuring Agency	Attach Relevant Copies
5	Years in Business	
6	NTN Number	Send Scan copy via email at pm@quest.edu.pk
7	GST Number	Send Scan copy via email at pm@quest.edu.pk
8	PEC Registration #(if applicable)	Send Scan copy via email at pm@quest.edu.pk
9	Postal Add. of Head Off:	
10	City	
11	Contact Person's Name	
12	Contact Person's CNIC	
13	Designation ⁴	
14	Mobile #	Email
15	PTCL #	Firm's URL
16	Firm's PTCL#	Firm's Email
17	Number of Branches	
18	Total Number of Employees	
19	Listed in Stock Exchange	
20	Total Annual Sales (Million)	
21	Debit Equity Ratio	
22	Turn Over Ratio	
23	Gross Profit Margin	
24	Net Profit Margin	
25	Number of Affiliations	
25(a)	Member Name	
25(b)	Member Since	

Contractor
Sign with stamp



“ANNEXURE-G”

ARTICLES OF AGREEMENT

This Agreement made this _____ day of _____ 2024, by and between the Vice-Chancellor, Quaid-e-Awam University of Engineering, Science & Technology, located at Nawabshah, Sindh, including his successors in office and Assignees / Agents, acting through the Procurement Manager, Quaid-e-Awam University of Engineering, Science & Technology, hereinafter called the “**University**”, of the one part,

And _____ of
(name and designation of the authorized person)
_____, located at
_____, hereinafter called the “**Contractor**”

which expression shall include their successors, legal representatives of the second part.

Whereas the **University** requires items mentioned in the bill of quantities of this tender document, and whereas the **Contractor** has agreed to supply, install, put into operation and demonstrate the working of the said items mentioned in the bill of quantities of this tender document valued at Rs. _____

_____ (in figures and words) in the period of _____ months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the **Contractor**.

Now this Agreement witnesses as follows:

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

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

- a) Articles of Agreement;
- b) Instructions to Bidders;
- 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 the items mentioned in the bill of quantities of this tender document; and
- f) Bill of Quantity with prices.



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3. In consideration of the payment to be made to the Contractor, the **Contractor** hereby **covenants** with the University to supply, deliver, install, put into operation, and demonstrate the working of the items mentioned in the bill of quantities of this tender document in conformity in all respects of the Contract & the order form No. _____.
4. The **University** hereby **covenants to pay** the Contractor in consideration of the supply, delivery, installation, putting into operation and demonstration of the working of the items mentioned in the bill of quantities of this tender document the contract price in the manner prescribed by the Contract and approved by the University.

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

WITNESSES:

University _____

Contractor _____

Witness No.1:

Witness No.1:

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Witness No.2:

Witness No.2:

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____



“ANNEXURE-H”

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY CONTRACTORS.

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: **Supply and Installation of items mentioned in the bill of quantities of this tender document at QUEST, Nawabshah.**

M/s _____ 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 Contractor] 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, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability 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 Contractor] 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 rights 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 Contractor] 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.

Procurement Manager

Contractor



“ANNEXURE-I”

Undertaking on **Affidavit of Rs. 100:**

NIT Reference No _____

Tender Description _____

With reference to above captioned NIT and tender, our firm is interested to participate and submit bid along with required attachments. We Undertake the following:

1. Name of the Firm : _____
2. NTN Registration Number is _____
3. GST / SRB Number (Whichever is applicable) _____
4. Our firm has neither been blacklisted nor is under litigation by any Procuring Agency.
5. The attached photocopies of the required documents are true and genuine; the original copies will be provided if required by the Procurement Committee. However, if the Procuring Agency found at any stage of procurement that the submitted data / documents are incorrect / false / incomplete / in discrepancy, the procurement agency has the right to disqualify our bid and take necessary action as per SPPRA rules.
6. Our firm undertake to supply quality products (original and without defects), else the necessary action shall be taken.
7. More Importantly:
 - a. The submitted bid is Un-Conditional.
 - b. The bid shall be Valid for 90 days, however, the validity period can be extended as per SPPRA Rule 38.
 - c. The bidder has read the following, given in the purchases bid document
 - i. Notice Inviting Tender
 - ii. Bid Data Sheet
 - iii. Terms & Conditions.
 - iv. General & Special Conditions.
 - v. Bill of Quantities
 - vi. Technical Specifications.
 - vii. Evaluation Criteria / Selection Criteria.

Name of the Representative: _____

Signature of the Firm: _____

Seal of the Firm: _____



QUAID-E-AWAM UNIVERSITY

OF ENGINEERING, SCIENCE AND TECHNOLOGY, NAWABSHAH

Sakrand road, Nawabshah, 67450

PROCUREMENT OFFICE

Phone: +92-244-930389

Email: pm@quest.edu.pk

Web: www.quest.edu.pk

ANNEXURE-J

BILL OF QUANTITIES
FOR
SUPPLY AND INSTALLATION OF AIR CONDITIONERS
FOR SOFTWARE ENGINEERING AND ENVIRONMENTAL
ENGINEERING DEPARTMENT.(LABS & OFFICE)
OF
QUAID-E-AWAM UNIVERSITY OF ENGINEERING,
SCIENCE AND TECHNOLOGY, NAWABSHAH



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Item #	Description	Qty.
1	Air conditioners for labs of software engineering department	80
	<i>Specifications:</i> <ul style="list-style-type: none">▪ Split type air conditioner along with installation kit (standard size), bracket and installation.▪ 2 ton▪ DC inverter <i>Gree / Mitsubishi / Kenwood or equivalent</i>	

Please note the following:

- **The quantities can be decrease as per available funds position and can be increase as per allowable limit.**
- **The delivery shall be made earliest possible date (preferably within 30 days) after the award of contract.**
- The final supply order shall be issued enclosed with required quantities items.
- All-taxes deductions as per government rules.
- Wherever in the list, brand name is mentioned, please read with “or equivalent “after brand name. Please see specifications and quantity at the end of tender document.
- Successful vendor will be responsible for supply, installation, testing and training of concerned staff at site.
- Installation of AC unit with copper tubing, insulation, internal wiring, making cuts & holes in the wall etc., and making good the same as required, sealing the holes with sealant etc., complete with all respects.
- Bidder is strictly advised to quote bid clearly and explicitly with GST/SRB (Whichever is applicable).

Contractor Signature and Seal

**Procurement Manager,
QUEST, Nawabshah**