

NATIONAL TEXTILE UNIVERSITY, FAISALABAD

TENDER NO. 12/01-01

DATE: 01-02-2012

RECEIPT

Tender documents issued to:

Messer: _____

Against Cash / Bank Draft / Pay Order #: _____ (for Rs. 2500/-)

Assistant Registrar
National Textile University
Sheikhupura Road, Faisalabad

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INVITATION TO BID

(Terms & Conditions)

The Rector, National Textile University, Sheikhpura Road, Faisalabad hereinafter called the university, invites tenders under sealed cover from the Manufacturers / Authorized Dealers, directly or through their authorized agents / distributors in Pakistan, for the supply, delivery, installation, putting into operation and demonstration of the **Scanning Electron Microscope** for the “National Textile Research Center” at NTU, Faisalabad.

The purchase of the equipment against **Tender Ref: 12/01-01** will be funded out of the allocation received from Government.

1. Tender documents including instructions to the bidders, terms & conditions, and schedule of the requirements can be obtained from the Office of Registrar personally, on any working day from **01-02-2012** during office hours (**08:30am to 04:40pm**) against nonrefundable Bank Draft / pay Order of **Rs. 2500/-** (Rupees twenty five hundred only) in favour of National Textile University, Faisalabad.
2. Tender Proposals under “Single Stage-Two Envelops Procedure (Technical & Financial Bids)” will be received on **2nd February 2012 at 11:00 AM** in National Textile University Campus, Faisalabad.
3. Technical Bids will be opened in presence of authorized representatives of the bidding firms on the same day at **12:15 PM** at National Textile University Campus, Faisalabad.
4. The financial bids will be opened in the presence of representatives of the technically evaluated bidding firms. The time, date and venue will be informed in advance to evaluated bidding firms.
5.
 - a. All Financial Bids must be accompanied by a Bid Security @**2%** of the bid price in the shape of Pay Order / CDR in favour of National Textile University, Faisalabad.
 - b. The successful tenderers will have to deposit **5%** as security of the total offer on acceptance of the tender which will be refunded / returned to the tenderer after one year satisfactory completion of contract, installation and commissioning, without interest.
6. The foreign principals / manufactures should quote prices on C&F Lahore by air.
7. The quotation should be submitted for the site, and offer should be valid for 120 days from the date of opening of the financial part of the tender.
8. The Sales Tax and Income Tax registration number should be mentioned in the quotation.
9. Post sale warranty, repair & maintenance of the equipment should be clearly mentioned in the quotation.
10. Rate must be inclusive of all taxes and taxes will be deducted by the University as per Government policy at the time of payment.
11. The competent authority reserves the right to decrease / increase the number of equipment and may reject any tender without assigning any reason.

12. The quotations complete in all respects should reach the Deputy Registrar Office by **11:00 AM on 2nd February 2012**.
13. Firms meeting the technical specification will be called for final selection.
14. After sale service and supply of spare parts must be guaranteed for a period of 10 years.
15. Commissioning, Installation, training and testing of equipment will be provided by the supplier.
16. Country of origin, model, and date of manufacturing/assembly, of equipment, and other major parts shall be mentioned on the bidding proposal. At least one equipment/apparatus of the quoted model must be installed in working condition in Pakistan.
17. Compliance sheet properly filled (signed & stamped) must be attached with the quotation.
18. The equipment/items must be brand new and complete in all respects with original packing of manufacturer and strictly conforming to the given specifications.
19. In case any material is found not in conformity with the specifications provided in the tender, either on account of inferior quality, defective workmanship, faulty design, faulty packing or is short supplied, or wrongly supplied, the supplier will replace the short supplied wrongly supplied, faulty or defective part / material free of charges or pay the full cost of replacement.
20. The University will get the equipment inspected at NTU, Faisalabad through an authorized Surveyor and reject the equipment if not found according to the given specifications.
21. The university reserves the right to claim compensation for the losses caused by delay in the delivery of equipment/items. Also, the Bank charges on account of amendment or extension in L.C on the request of the supplier will-be borne by the supplier.
22. Tenderers are required to submit the following, certificate along with their offer.

“Certified that the prices quoted in the tender are firm, final and are not in excess of printed price list of the manufacturer in country of origin and in case any discrepancy is noticed subsequently tenderer hereby undertakes to make goods any loss to the University.”
23. The university will award the contract to the successful bidder whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender.

24. In case the offer is withdrawn, amended or revised during the validity period of the tender, the earnest money will be forfeited.
25. The university no way is bound by any condition of the bidder/seller or buys any other documentation of the bidder / seller which is intended to replace or modify these terms & conditions.

For further queries about specification, please contact during working hours.

Registrar

National Textile University
Sheikhpura Road, Faisalabad. 37610
Tel: (041) 9230097 Fax: (041) 9230098
Web Site: <http://www.ntu.edu.pk>

INSTRUCTIONS TO BIDDERS

1. **Qualification Criteria**

The bidding firm should submit their bids along with following information / documents:

- 1.1 Web page address
- 1.2 NTN/GST registration forms copies
- 1.3 Last two years income tax and GST returns
- 1.4 Users list of quoted items for the last two years
- 1.7 Authorization Certificate
- 1.8 Address of nearest office to Faisalabad
- 1.10 An Affidavit duly attested by the Oath Commissioner/Notary Public showing that the firm is not Black-listed from any Govt./Semi Govt. Department.

A. **GENERAL**

1 **Scope of Bid**

Under “Single Stage Two Envelops Procedure - Technical & Financial bids” are invited for the supply, delivery, installation, putting into operation and demonstration of the equipment against “**Tender Ref: 12/01-01**” for the supply of **Scanning Electron Microscope** at NTU, Faisalabad.

2 **Eligible Bidders**

Bidding is open to all firms and persons duly qualified / authorized by their respective Principals / Manufacturers.

3 **Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of its bid and the university will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. **BIDDING DOCUMENTS**

4 **Scope of Bid**

In addition to Invitation for Bids, the Bidding Documents are those stated below:

- a) Instructions to bidders & Bidding Data
- b) Contract Data
- c) Qualification / Bid Evaluation Criteria
- d) Standards Forms:
 - 1) NTU F-01 (Covering Letter)
 - 2) NTU F-02 (Bank Guarantee)
 - 3) NTU F-03 (Contract Agreement)
 - 4) NTU F-04 (Price summary)
 - 5) NTU F-05 (Specifications deviation statement)
- e) Schedule of requirements / specifications.

5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the bidding documents may require so in writing at the given address till **1st February 2012.**
- 5.2 The University will respond to received requests within five days.

6 Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of Bids, the University may, for any reason, whether at his own initiative or in response to a clarification requested by a perspective bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Document. Prospective bidders shall acknowledge receipt of each addendum in writing to the University.
- 6.3 To afford prospective bidders, reasonable time in which to take an addendum into account in preparing their Bids, the University may at its discretion extend the deadline for the submission of Bids.

C. PREPARATION OF BIDS

7 Language of Bid

The bid, all correspondence, and documents relating to the Bid, exchanged by the bidder and the University shall be written in English language including any printed literature.

8 Document Comprising the Bids

- 8.1 The Technical Bid prepared by the bidder shall comprise the following documents:
 - a. Covering Letter
 - b. Technical Proposal
 - c. Supporting Technical Documents/Literature

(Do not attach Bid Security with the Technical Bid)

- 8.2 The Financial Bid prepared by the bidder shall comprise the following documents:
 - a. Covering Letter
 - b. Financial Proposal
 - c. Bid Security @ 2% of bidding value.
- 8.3 Principals Name, Certificate and Invoice
The Bidders are required to mention in their offers the name and address of their Principals and furnish a certificate authorizing them (Bidder) to quote their (Principals') behalf as under or Agency Certificate:

“This is to certify that:

M/S _____

located at _____

have obtained quotations from us against the tender inquiry

No. _____ dated _____ from National Textile University, Faisalabad due for opening on _____ and have agreed to make available the Equipment/items on the quotations and terms and conditions of the Tender”.

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

The Bidders must attach their Principals original **Proforma Invoice** for items offer on CPT based, failing which their offers may be rejected.

8.4 Alternative Proposal

If any Bidder elects to submit alternative proposal/ (s), a separate tender is to be purchased and quote separately for alternative items with separate Bid Security including all data relating to technical.

9 Bid Prices, and Payment

PART 1:

9.1 The prices should be C&F Lahore Airport by air.

9.2 a. Letter of Credit will be arranged by the University.

b. Custom Duties and other taxes, if any levied by the Govt. of Pakistan shall be paid by the University and should not be included in quoted prices.

9.3 After clearance on port the supply and installation in the university will be the responsible of the bidder.

9.4 The prices should be exclusive of insurance charges, as the same shall be arranged by university.

9.5 The bidder shall quote the prices indicating the unit rates and prices of each item/sub-item.

9.6 All quoted prices shall remain fixed during the bidder’s performance of the Contract and not subject to variation on any account.

10 Bid Security / Performance Bond

10.1 Each bidder shall furnish, as part of his bid, a Bid Security @ 2% of bid value in Pak Rupees in the shape of Pay order / CDR issued by a

Scheduled Bank in Pakistan in favour of National Textile University, Faisalabad.

- 10.2 Any Financial Bid not accompanied by an acceptable Bid Security shall be rejected by the university as non-responsive.
- 10.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid whichever is earlier.
- 10.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement.
- 10.5 The Bid Security may be forfeited:
1. If a bidder withdraws his bid during the period of bid validity; or
 2. If a bidder does not accept the correction of his Bid Price, hereof; or
 3. In case of a successful bidder, if he fails to:
 - i. Furnish the required Performance Security in accordance with **NTU F-02**.
 - ii. Sign the Contract Agreement, in accordance with F-03.
- 10.6 The Successful bidder shall have to give a Contract Performance Security, as per “**NTU F-02**” enclosed with this Tender Document, to the extent of 5% of the total value of the Contract within 15 days after receiving Letter of Acceptance.
- 10.7 The Performance Bond / deposit at call shall be retained by the university till the completion of the period of guarantee (One year).

11 Validity of Bids, Format, Signing and Submission of Bid

- 11.1 Bid shall remain valid for 120 Days from the date of opening of Technical Bid.
- 11.2 All Schedules to Bid and Evaluation Criteria are to be properly completed and signed.
- 11.3 No alteration is to be made in the Bid and Evaluation Criteria.
- 11.4 Each bidder shall prepare ORIGINAL SET AND ONE COPY SET of both the Technical and Financial Bids along with all supporting documents and clearly mark them “ORIGINAL” and “COPY”. as appropriate. In the event of discrepancy between them, the original shall prevail.
- 11.5 The “ORIGINAL” bids shall be typed and shall be signed by the authorized person. The “COPY” bids are acceptable as Photostats.

- 11.6 The authorized person signing the tender documents must state his full name and authorized position/ designation underneath his signature.

12 Submission of Bids, Modification & Withdrawal of Bids

- 12.1 Bids must be received by the University at the address provided in the Invitation to Bid not later than the time and date stipulated therein.
- 12.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 12.3 Any bid received by the University after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 12.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the University prior to the deadline for submission of bids.
- 12.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity may result in forfeiture of the Bid Security pursuant to Sub-Clause 10.5.
- 12.6 Conditional offer shall not be entertained.
- 12.7 The quotation received with over-writing, cutting and doubtful figure may be rejected.
- 12.8 Shortest delivery period should be stated clearly.
- 12.9 All bids submitted must be complete in all respect. The bidder shall sign each document and stamp with company seal stamp. However, literature / brochures may bear sign and stamp on first page only. The incomplete bids shall be considered Non Responsive and shall be rejected.
- 12.10 Goods offered should be of the competitive rate, quality, confirming to stipulated specifications and verifiable.
- 12.11 The envelop containing quotation(s) should be sealed and addressed to:

The Registrar
National Textile University,
Sheikhupura Road,
Faisalabad.

and the following should be written on the “ORIGINAL” and “COPY” envelops:

Tender Ref: 12/01-01.

Bid Due Date / Time: 02-02-2012, 11:00PM

- 12.12 In case of acceptance of C&F Lahore bid:
1. Payment will be arranged through irrevocable letter of credit.
 2. Prices should remain firm during contract period.
- 12.13 Weight, volume and packing should be mentioned.
- 12.14 The Local Agents must enclose original bid from their Principals, failing which their offers will be ignored.
- 12.15 All bank charges outside Pakistan will be on beneficiary's account.
- 12.16 Please give name of your bankers with address for any reference from our side.
- 12.17 Country of manufacturing must be indicated.
- 12.18 Please mention complete address of beneficiary of L/C.
- 12.19 **H.S. Code** (Brussels's Harmonized System Number) may please be mentioned against each item, if possible.
- 12.20 **Literature:** The Bidders must furnish with their bids catalogues giving full technical details of the Equipment/items to enable the Department to check their offers technically against the prescribed specifications failing which the offers will be liable to rejection.
- 12.21 The catalog of the equipment offered by you may also be provided to us along with the offer. Operational and original/copy of service manual must be supplied with the equipment in English language.
- 12.22 The equipment should be operate-able with 220V Single Phase or 380V Three Phase, 50Hz wherever electrically operated equipment is involved.
- 12.23 **Installation & Hands on Operational Training:** Hand on operational training shall be arranged by the bidder at site through qualified engineers.
- 12.24 **After Sales Service:** Warranty period shall be one year including parts and labour but excluding consumable items. After sale service and supply of spare parts should be guaranteed for 10 years.

D. DELIVERY PERIOD

13 Delivery Period / Shipment of Imported Items

Part 1:

Shipment of Imported Items

- 13.1 The shipment of Equipment/items shall be started as early as possible.
- 13.2 The Bidder must indicate in his / her offer the airport from where the Equipment/items will be shipped.

Extension in Shipment / Delivery Time & Late Delivery Charges:

- 13.3 If the completion of the Contract is delayed due to reason beyond the control of the Contractor, the Contractor shall without delay request the Department in writing, of his claim for an extension of time. The Department on receipt of such request may agree to extend the completion date as may be reasonable in the circumstances of the case by without prejudice to other terms and conditions of the Contract.
- 13.4 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 deduction from the Contract Price, as late delivery charges, a sum of one percent (1%) per week of the Contract price of each unit of the delayed Equipment/items subject to the maximum of ten percent (10%) 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.
- 13.5 If the delay mentioned above is more than ten weeks, the University may terminate the contract, forfeit performance security and opt out for other options at the risk and cost of the bidder.

E. RIGHTS OF THE UNIVERSITY

14 Rights of the University

- 14.1 The University reserves the right to reject any or all bids without assigning any reason.
- 14.2 The University reserves the right to ignore or waive off minor irregularities or errors in any offer.
- 14.3 The University reserves the right to award the Contract to one bidder or divide it among several bidders.
- 14.4 The University reserves the right to increase or decrease the quantity of the Equipment/items.
- 14.5 The University reserves the right to cancel the offer of the Bidder whose bid has been found / evaluated to be the lowest if it is revealed to the University that the Bidder does not have the capability or financial resources or facilities to carry out the Contract in accordance with the terms and conditions of this Tender Documents.

- 14.6 The University will display the official comparative statement on the notice board for which such date will be notified to all bidders accordingly.

F. BID OPENING AND EVALUATION

15 Bid Opening, Clarification and Evaluation

- 15.1 Each bid shall comprise single package containing two separate envelopes. Each envelope shall contain separately the Technical Proposal and Financial Proposal.
- 15.2 The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion.
- 15.3 Initially on **02-02-2012** the envelope marked as “TECHNICAL PROPOSAL” shall be opened.
- 15.4 The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the University without being opened.
- 15.5 During the technical evaluation no amendments in the technical proposal shall be permitted.
- 15.6 To assist in the examination, evaluation and comparison of Bids the committee may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 15.7 After the evaluation and approval of technical proposal the university shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

16 Transportation and shipment

- 16.1 **a.** All things being equal, **Pakistan flag aircraft** should be used, as for as possible, for shipment of the Equipment/items. If no such aircraft is available, such other aircraft of friendly countries may be used consistent with the execution of this Contract with economy and efficiency.
- b.** The shipment against the contract must not take place on Indian or pro-Indian airliners (Like Israeli, Taiwan, etc) or those airliners which comes to Pakistan after touching Israeli/Indian Airports.)

- 16.2 The equipment/items. must be shipped **in air worthy packing.**

17. The Contractor shall send by air mail / courier service or personally deliver 4 (four) sets of no-negotiable shipping documents direct to the Registrar National Textile University, Faisalabad so as to reach him immediately via courier or email as much as possible in relation with arrival of consignment.

18. Any demurrage being charged due to delay in receipt of non-negotiable documents by consignee, the contractor will be liable to bear the same.

19. Terms of Payment
Payment in Foreign currency

19.1 An irrevocable letter of credit en-cashable at site, in the currency quoted by the Principals, will be opened within 30 days after signing the Contract.

19.2 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 are:

- Clean on board Airway bill
- Principals invoice showing description of the Equipment/items, quantity, unit price and total price.
- Detailed packing list.
- Certificate of origin of the Equipment/items.

20. 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 payment due to the Contractor and / or in accordance with the terms and conditions of the Contract Performance Bond mentioned in Standard Forms without notice to the Contractor.

21. 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. 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.

22. Legal proceedings

The laws of Pakistan shall govern the contract and the tender documents. Any dispute arising out shall be decided by Competent Authority of the university.

BIDDING DATA

- 1 Name of University:**
The Registrar
National Textile University,
Sheikhupura Road,
Faisalabad.
- 2 Tender Ref: 12/01-01**
- 3 University Address to purchase Tender Documents:**
Assistant Registrar
National Textile University,
Sheikhupura Road,
Faisalabad.
Tel: (041) 9230091
- 4 Address for Submission of Bids:**
Deputy Registrar,
National Textile University,
Sheikhupura Road,
Faisalabad. 37610
+92 41-9230094
- 5 Amount of Bid Security:**
Bid Security @ 2% of bid value in Pak Rupees in the shape of Pay order / CDR issued by a Scheduled Bank in Pakistan in favour of National Textile University, Faisalabad.
- 6 Period of Bid Validity**
The Bid should be valid for 120 days from the date of opening of the financial part of the tender.
- 7 Deadline for Submission of Bids:**
11:00 PM on 02-02-2012
- 8 Venue, Time and Date of Bid Opening:**
National Textile University,
Sheikhupura Road, Faisalabad.
Time: 12:15 PM
Date: 02-02-2012

CONTRACT DATA

CONTRACT DATA

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 **Scanning Electron Microscope** in accordance with the technical Specification specified by the University.
- b) The Contractor shall within a period of 15 days of the execution of the agreement furnish to the University a detailed program for supply and delivery of **Scanning Electron Microscope** for necessary approval by the Department.

2. Definition of Terms

In writing these conditions of Contract and Specifications, 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 National Textile University, Faisalabad.
- ii) **The Registrar National Textile University, Faisalabad** including his successor in office and assignees, empowered to act in all matters pertaining to the Department either directly or through any of his assignee officer.
- 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, and successors and permitted assignees.
- iv) **The Equipment/items** shall mean and include all the apparatus, equipment, material, essential accessories and articles to be provided by the Contractor under the Contract.
- v) **The Contract** shall mean the agreement signed by the Contractor with the University for the Supply, delivery, installation, putting into operation and demonstration for the working of the Equipment/items, 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 mentioned in the tender documents.
- 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

The terms **Contract Document** shall mean the following documents which shall be deemed to form an integral part of the Contract:

- a) Instructions to bidders & Bidding Data
 - i) NTU F-01 (Covering Letter)
 - ii) NTU F-02 (Bank Guarantee)
 - iii) NTU F-03 (Contract Agreement)
 - iv) NTU F-04 (Price summary)
 - v) NTU F-05 (Specifications deviation statement)
- B) Schedule of requirements / specifications.

In the event of any **conflict** between the above mentioned documents, the present Articles of Agreement and Conditions of Contract shall prevail.

4. Signing of the Contract Agreement

Within 15 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 Equipment/items as will be communicated to him / her (them) in the letter of intent.

CHECK LIST

Check List

(This checklist must be enclosed with technical proposal)

Please make sure that all items mentioned in the checklist must be complete before dispatching your proposal.

- | | |
|---|--------------------------|
| 1. Earnest money enclosed with the financial proposal | <input type="checkbox"/> |
| 2. Financial proposal enclosed as requested | <input type="checkbox"/> |
| 3. Acceptance certificate (must be on the company pad) | <input type="checkbox"/> |
| 4. GST registration and NTN number | <input type="checkbox"/> |
| 5. Contact person name, telephone number and address | <input type="checkbox"/> |
| 6. Company profile | <input type="checkbox"/> |
| 7. Client list with verifiable contacts and telephone numbers | <input type="checkbox"/> |
| 8. Proof of Distributorship/Dealership/Prime Partner or higher status | <input type="checkbox"/> |
| 9. Bank letter of financial standing | <input type="checkbox"/> |
| 10. Detailed product information/brochures (Original) | <input type="checkbox"/> |
| 11. Detailed product warranty and guarantee information | <input type="checkbox"/> |
| 12. Duly filled standard forms | <input type="checkbox"/> |
| 13. Layout, drawing, design, and work plan/schedule enclosed | <input type="checkbox"/> |

It is certified that particulars given above in the checklist are enclosed along with the proposal and the information given in this Performa is correct to the best of my knowledge and belief.

Dated:

Authorized Signature & Stamp

STANDARD FORMS

FORM OF TENDER (Covering Letter)

Tender Ref. No: 12/01-01

Date: 02-02-2012

SUBJECT: Supply, Installation, putting into Operation and demonstration of Scanning Electron Microscope

The Registrar,
National Textile University,
Sheikhupura Road,
Faisalabad.

Dear Sir,

1. Having examined the Tender Documents including invitation to bid, instructions to Bidders, bidding data, contract data, evaluation for the execution of work against above mentioned tender reference, 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 €/US\$/¥/etc. _____ (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/forms attached hereto form part of this Tender.
3. As security for due performance of the undertakings and obligations of this Tender, we have attached the Bid Security with Financial Proposal.
4. We undertake, if our Tender is accepted, to complete the whole of the work comprised against above mentioned tender reference within the time stated in the tender terms & conditions.
5. We agree to abide by this Tender for the period of 120 days beyond the date of opening of the Tender, and it shall remain binding upon us and may be accepted at any time before the expiration of this period.
6. Unless and until a formal Contract Agreement is signed, this Tender, together with your acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Tender is accepted, to execute the Contract Performance Bond of the Instructions to Bidder and as per attached form.
8. We understand that you are not bound to accept the lowest or any tender you may receive.
9. We do hereby declare on solemn affirmation 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 mentioned Tender Ref.
10. We Confirm, if our Tender is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Registrar National Textile University, Faisalabad. (This clause does not apply with Tender by a single firm).

Dated this _____ of _____ 2011

Signature _____ in the capacity of _____ Authorized

to sign Tender for and on behalf of _____
(Name of Bidder in Block Capitals)

Address

Witness Name:-

Address:

National ID Number (Copy Attached) _____

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____

Executed on: _____

(Letter by the Guarantor to the University)

Name of Guarantor (Scheduled Bank) with

Address: _____

Name of Principal (Contractor) with

Address: _____

Penal Sum of Security (express in works and
Figures) _____

Letter of Acceptance No. _____ Date _____ KNOW
ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding
Documents and above said letter of acceptance (hereinafter called the Documents) and at
the request of the said Principal we, the Guarantor above named, are held and firmly bound
unto the _____ (hereinafter called the University) in the
penal sum of the amount stated above , for the payment of which sum well and truly to be
made to the said University , we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly b these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has
accepted the University above said Letter of Acceptance for
_____ (Ref. of Contract) for the _____
_____ (Ref. of Tender No.).

NOW THEREFOR, if the principal (Contractor) shall well and truly perform and fulfill all
the undertakings, 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
University , with or without notice to the Guarantor, which notice is , hereby, waived and
shall also well and truly perform and fulfill all the undertakings, covenants terms and
conditions of the Contract and of any and all modifications of the said Documents that may
hereafter be made, notice of which modifications to the Guarantor being herby waived,
then this obligation to be void; otherwise to remain in full force and virtue till all
requirements of contract are fulfilled.

Our total liability under this Guarantee Is limited to the sum stated above and it is a
condition of any liability attaching to us under this Guarantee that the claim for payment in

writing shall be received by us within the validity period of the Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

Witness:

1:

(Corporate Secretary (Seal))

2:

(Name, Title & Address)

Guarantor (Bank)

1. Signature

2. Name

3. Title

Corporate Guarantor (STAMP)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) MADE ON THE _____day of _____BETWEEN “Registrar National Textile University, Faisalabad” (hereinafter called the “University”) of the one part and _____(hereinafter called the “Contractor”) of the other part.

WHEREAS the University is desirous that certain Works, Supply, Installation and putting the instruments under operation against Tender Ref: 09/11-01 and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defect therein.

NOW this Agreement witnesses as follows:

1. In this Agreement works and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, vis:
 - a) The Letter of acceptance
 - b) The complete Bid and Form of Qualification / Bid Evaluation Criteria
 - c) Conditions of Contract & Contract Data
 - d) The priced Schedule of prices
 - e) The Specifications and
 - f) The Literature / Brochure
3. In consideration of the payments to be made by the university to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the University to execute and complete Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The university hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provision of the Contract at the times and in the manner prescribed the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of Contractor

Signature of the University

(STAMP)

(STAMP)

Signed, Sealed and Delivered in the presence of:

Witness;

Witness:

(Name, Title and Address)

(Name, Title and Address)

Statement Describing Deviation from Specifications

To be submitted for each item separately

TENDER REF. No. 12/01-01

1	2	3	4	5
S.No.	Item Code	Short Description	Statement of Variation from Specifications	Reasons for Variations (if any)
1				
2				
3				
4				
5				

(Signature of the authorized person)

STAMP

SCHEDULE OF REQUIREMENTS / TENDER SPECIFICATIONS

Country of Origin:	USA, Japan and EU Countries
Tender Ref:	12 / 01-01
Item:	Scanning Electron Microscope (SEM)
Quantity:	1 Set

Specification

Resolution: 3-4 nm (H&L modes) or better

Magnification: x5 ~ x300,000 or better,

Vacuum range: variable (~ 6 - 270 Pa)

Maximum specimen size: 200 mm dia

Specimen stage: 5 axis motorized

Detectors: Any detector or accessories essential for the below given applications

Evacuation System: cooling water free

Display: All features via PC control

Application: SEM should be suitable for study of wet, oily and non-conductive samples in their natural state without sample preparation by coating with conducting material.

EDX: X-ray microanalysis system complete with detector 137eVm and with necessary software.

Sputter Coater: price may be coated as option

System should complete with standard accessories PC/Printer/UPS ready to use condition.