

**UNIVERSITY OF ENGINEERING & TECHNOLOGY**

**NEW CAMPUS LAHORE**



**TENDER DOCUMENT**

**FOR THE PURCHASE OF EQUIPMENTS**

**(I) THERMAL IMAGING CAMERA FLIR E6 PRO  
(II) UNIVERSAL OVEN WITH TEMPERATURE CONTROL  
SYSTEM**

**ON F.O.R BASE**

**for**

**Mechanical, Mechatronics & Manufacturing  
Engineering Department  
NEW Campus**

**Contract Ph: 042-37951906, 042-37951907**

# Table of Contents

S. No.		Page #
	<b>Tender Notice</b>	3
1.	Invitation to the Bid	4
2.	Instructions to the Bidders	4
	<b>Scope of Work, Terms &amp; Conditions of the Tender</b>	5
3.	Definitions	5
4.	Tender Eligibility	5
5.	Examination of the Tender Document	5
6.	Amendment of the Tender Document	5
7.	Bid Currency	6
8.	Validity Period of the Bid	6
9.	Bid Security	6
10.	Bid Preparation and Submission	6
11.	Financial Proposal	7
12.	Bid Opening	8
13.	Determination of Responsiveness of the Bid	8
14.	Technical Evaluation Criteria	9
15.	Financial Proposal Evaluation	10
16.	Evaluation Criteria	10
17.	Rejection and Acceptance of the Tender/Bid	10
18.	Contacting the Procuring Agency	11
19.	Announcement of Evaluation Report	11
20.	Award of Contract	11
21.	Issuance of Supply Order or Signing the Contract Payment of Performance Guarantee	11
22.	Redressal of grievances by the procuring agency	12
	<b>General Conditions of Contract / Supply Order</b>	13
23.	Delivery of Items	13
24.	Liquidated Damages	13
25.	Inspection and Tests	13

26.	Contract Amendment	13
27.	Termination for Default	14
28.	Blacklisting	14
29.	Force Majeure	14
30.	Termination for Insolvency	14
31.	Payment	15
32.	Specification and Schedule of Requirement	16
Annexure- A	Technical Proposal Covering Letter	17
Annexure- B	Check List	18
Annexure- C	Bid Form	19
Annexure- D	AFFIDAVIT/BIDDER'S UNDERTAKING ON THE STAMP PAPER	20
Annexure- E	Financial Proposal Form	21
(to be attached with Financial Proposal)		
Annexure- F	Price Schedule	22

# **MECHANICAL, MECHATRONICS & MANUFACTURING ENGINEERING DEPARTMENT**

## **PURCHASE OF EQUIPMENTS (I) THERMAL IMAGING CAMERA FLIR E6 PRO (II) UNIVERSAL OVEN WITH TEMPERATURE CONTROL SYSTEM)**

### **TERMS & CONDITIONS / INSTRUCTIONS FOR BIDDERS OF ON F.O.R BASE**

---

#### **TENDER NOTICE**

Sealed proposal on Single Stage two Envelope (Technical & Financial Proposals) basis are hereby invited by the Mechanical, Mechatronics & Manufacturing Engineering Department, University of Engineering and Technology, Lahore (New Campus) from the well reputed firms/companies for Purchase of Equipment (i) Thermal Imaging Camera FLIR E6 pro (ii) Universal Oven with Temperature Control System . (Detail attached with bidding documents).

The Bidding/Tender documents can be obtained on the same day of publishing of advertisement on PPRA Punjab Website from the office of the undersigned during office hours (08:00am to 04:00pm Monday to Friday) on production of tender fee receipt of Rs. 2,000/- (Non-Refundable) deposited in the University Main Account No. 01287902801499 maintained with Habib Bank Ltd., Engineering University Branch Lahore, copy of the Bidding Documents is available for information and can also be downloaded from the websites [www.uet.edu.pk](http://www.uet.edu.pk) or [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk). In case the bidding documents are downloaded from websites, the required cost of the bidding documents shall be paid/deposited in UET Account No. 01287902801499 with HBL, Engineering University Branch Lahore at the time of submission of bids.

The Bid Security/Earnest Money @ 2% of the Estimated Cost **(i) Est. Cost =Rs. 1,176,400/- @2% Rs. 23,528/- (ii)Est. Cost = Rs. 825,500/- @ 2% Rs. 16,510/-** in shape of call deposit receipt in the name of Treasurer, UET Lahore is required to be submitted along with the Proposal/Tender, otherwise the offer shall be rejected for being non-responsive

The last date for submission of tenders is **12.08.2024** at 10:00 a.m. The Proposals/Tenders will be opened on same day at 10:30 a.m. in the Conference Room Adjacent to the Vice-Chancellor Office by the Central Procurement Cell in the presence of the bidders or their authorized agent who may wish to attend.

- The registered firms/companies under GST and of good repute are eligible to participate.
- No telephonic/telegraphic/email/faxed tender is acceptable.
- Procurement shall be governed by the PPRA Rules-2014.

## 1. **Invitation to the Bid**

- 1.1. Bids/Tenders are invited for **Purchase of Equipment (I) THERMAL IMAGING CAMERA FLIR E6 PRO (II) UNIVERSAL OVEN WITH TEMPERATURE CONTROL SYSTEM)** from Sales Tax and Income Tax Registered firms.

## 2. **Instructions to the Bidders**

- 2.1. Procurement will be made under Punjab Procurement Rules (PPRA), 2014.
- 2.2. It will be clearly understood that the Terms and Conditions mentioned in this document are intended to be strictly enforced.
- 2.3. Bidders must ensure that they submit all the required documents indicated in the Tender / Bidding Documents at the time of opening of Technical Bids and no request for submission of missing documents will be entertained after opening of the Technical Bids.
- 2.4. Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection. Bids received after due date and time, and bids without Bid Security/Earnest Money in shape of Demand Draft, Pay Order, CDR or less than required amount or Bid Security in shape of Cheque or Cross Cheque shall be rejected.
- 2.5. The bidder may quote rate for any or all items.

### 2.6. **Type of Open Competitive Bidding**

As per Rule No. 38(2) a, single stage two envelope procedure shall be followed with details given below:

- 2.6.1. The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.
- 2.6.2. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion.
- 2.6.3. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened; The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of procuring agency without being opened.
- 2.6.4. The Purchaser shall evaluate the technical proposal under **PPRA Rule # 32** and in a manner prescribed in this document, without reference to the price and reject any proposal which does not conform to the specified requirements/specification as listed in said sections. During the technical evaluation no amendments in the technical proposal shall be permitted.
- 2.6.5. The financial proposals of technically qualified bidders shall be opened publicly at a time, and venue announced and communicated to the bidders on telephonically/e-mail.
- 2.6.6. After the evaluation and approval of the technical proposals the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal found technically non-responsive shall be returned un-opened to the respective bidders.

## **Scope of Work, Terms & Conditions of the Tender**

### **3. Definitions**

- 3.1. "Purchaser" means the procuring agency i.e. University of Engineering and Technology (UET), Lahore.
- 3.2. "Bidder/Tenderer" means the Firm/Company/Supplier/Distributor that may provide or provides the Goods and related services to any of the public sector organization under the contract and have registered for the relevant business thereof.
- 3.3. "Contract" means the agreement entered into between the Purchaser and the Contractor, in form of Supply Order or as recorded in the Contract Form signed by the parties, including all Schedules and Attachments there to and all documents incorporated by reference there in.
- 3.4. "Contractor/The Successful Bidder" means the person whose Tender has been accepted and awarded to issuance of supply/purchase order by the Purchaser.
- 3.5. "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion - able to the Goods or Services in question.
- 3.6. "Goods" means items/equipment and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- 3.7. "Services" means all necessary obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 3.8. "PPRA" means Punjab Procurement Regulatory Authority.

### **4. Tender Eligibility**

Invitation to submission of sealed bids/ proposals is open to bidders who meet following minimum conditions: -Eligible Bidder/Tenderer is one who:

- 4.1. has valid registration certificates of FBR
- 4.2. is an active Income Tax Payer;
- 4.3. has got the experience in supply of relevant items;
- 4.4. conforms to the clause of "Responsiveness of Bid" given in this tender document;
- 4.5. Has not been blacklisted.

### **5. Examination of the Tender Document**

The bidder/Tenderer is expected to examine the Tender Document, including all terms and conditions.

### **6. Amendment of the Tender Document**

- 6.1. The issuance of bidding documents authority at any stage prior to the deadline for submission of the Tender/bid, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 6.2. The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers/Bidders.
- 6.3. The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 7. **Bid Currency**

Bidder should quote price in **Pak Rupees only** and payments shall also be made in Pakistan Rupees only.

## 8. **Validity Period of the Bid**

- 8.1. Validity period of the bids shall be **60 days**.
- 8.2. In exceptional circumstances, the Committee may ask the Bidders for an extension of the period of validity. The request and the responses shall be made in writing. A bidder accepting the request will not be required nor permitted to modify its tender.

## 9. **Bid Security**

- 9.1. Bidder will submit Bid Security drawn in the name of **Treasurer, University of Engineering and Technology, Lahore** detail given below:

Item Name	Estimated Cost	Total Amount of Bid Security
Thermal Imaging Camera FLIR E6 pro	Rs. 1,176,400/-	Rs. 23,528/-
Universal Oven with Temperature Control System	Rs. 825,500/-	Rs. 16,510/-

- 9.2. Cheque or Cross Cheque shall not be accepted at all.
- 9.3. The amount submitted as Bid Security shall be refunded to the unsuccessful bidders after the decision for the award of the said tender.
- 9.4. Subject to the award of contract, the Bid Security in form of CDR, Demand Draft, and Pay Order shall be returned to successful bidder against submission of Performance Guarantee.
- 9.5. If the Bid Security is found less than the required amount then the bid will be rejected irrespective of the rates and the stage of the bid process.
- 9.6. The Bid Security may be forfeited if a Bidder:
  - a) Refuses to acceptance of supply/purchase order; or
  - b) Refuses to sign the contract within due date; or
  - c) Fails to furnish Performance Security.

## 10. **Bid Preparation and Submission**

- 10.1. The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, documents which shall be completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, photocopies may be attested.
- 10.2. The Bids/Tenders should be submitted in two parts (1) **Technical Proposal** and (2) **Financial Proposal**. The Technical Proposal and Financial Proposal shall be submitted in separate covers.
- 10.3. **Technical Proposal**  
The Technical Proposal will enable the Purchase/Technical Committee to evaluate whether the bidder is technically competent and capable of executing the order and the specifications offered by the bidder meet the ones given in the Tender/Bid Documents. Only those bids

which qualify in the technical stage will be eligible for the Financial Proposal opening. The Financial Proposals of bidders who failed in the Technical stage will not be opened.

- 10.4. The Technical Proposal form as given in the Bid/Tender Document shall be filled, signed and stamped in all pages. The Central Procurement Cell/Purchase Committee will not be responsible for the errors committed in the bids by the bidders.
- 10.5. The Technical Proposal should not strictly contain any Price/Cost indications as such otherwise the bids will be summarily rejected.
- 10.6. The Bidder should quote only one brand/model/make of each item.
- 10.7. **Detail and Order of Documents to be furnished with the Technical proposal (Envelope A):**

The documents attached with the Technical Bid must be signed and stamped by the Authorized Representative of the Bidder. The documents attached must be numbered and attached in the following order:

- 10.7.1. Covering letter (*Annexure-A*) duly signed and stamped by authorized representative along with copy of Bid Security.
- 10.7.2. Copy of Income Tax Registration Certificate (*Annexure-B*).
- 10.7.3. Copy of Sales Tax Registration Certificate (*Annexure-C*).
- 10.7.4. Detailed specification of items (*Annexure-D*).
- 10.7.5. At least two relevant Supply Orders/Contracts received in the last three years (*Annexure-E*).
- 10.7.6. Affidavit/Undertaking on Stamp Paper (*Annexure-F*).

## **11. Financial Proposal**

- 11.1. The Financial Proposal of the bidder shall also include the price break up of taxes/duties. All taxes/duties as applicable shall be responsibility of the bidders.
- 11.2. The cost quoted by the bidder shall be kept firm and unchanged for a period specified in the Bid/Tender Documents from the date of opening of the bids. The bidder shall keep the price firm/unchanged during the period of Contract including during the period of extension of time if any.
- 11.3. The quoted price will be inclusive of all taxes, duties, levies, insurance, freight (transportation charges), etc.

11.4. The Bid is liable for rejection if Financial Proposal contains conditional offer.

### **11.5. Details to be furnished with Financial proposal (Envelope B)**

- 11.5.1. Financial Proposal Covering Letter (*Annexure G*).
- 11.5.2. Financial Proposal Form duly filled, signed and stamped by the Bidder (*Annexure H*).
- 11.5.3. Bid Security

### **11.6. Sealing the Bid**

- 11.6.1. The Technical Proposal shall be placed in a separate cover (**Envelope-A**) and sealed appropriately. The Technical Proposal cover shall be marked as “**Technical Proposal for Purchase of Equipment**” – Bid Ref.: due on:  
\_ The “FROM” address and “TO” address shall be written without fail.
- 11.6.2. The Financial Proposal (**Envelope-B**) shall contain rates of item quoted by the bidder. The Financial Proposal cover shall be marked as “**Financial Proposal for**



**Purchase of Equipment**” – Bid Ref.: due on: \_The “FROM” address and “TO” address shall be written without fail.

- 11.6.3. Out Cover:** The Technical Proposal cover (Envelope-A) and Financial Proposal cover (Envelope B) shall then be put in a single outer envelope and sealed. The outer cover shall be marked as **“Bid for Purchase of Equipment”** –BidRef.: due on \_\_\_\_\_. The “FROM” address and “TO” address shall be written without fail.

#### **11.7. Mode of Submission of Bids**

- 11.7.1.** The Bid should be addressed to “Convener, Central Procurement Cell”.
- 11.7.2.** The Bids received after Due Date and Time or Unsealed or incomplete or submitted by Fax or Email will be summarily rejected.

## **12. Bid Opening**

### **12.1. Technical Proposal Opening**

The bid’s outer cover and Technical Proposal cover will be opened by the Central Procurement Cell on the date and time as specified in the Tender Notice/Bid Data Sheet. The bids will be opened in the presence of the bidders who choose to be present. A maximum of two representatives for each bidder would be allowed to attend the Bid Opening.

### **12.2. Suppression of facts and misleading information**

- 12.2.1.** During the bid evaluation, if any suppression or misrepresentation of information is brought to the notice of the Committee, the Committee shall have the right to reject the Bid and if it happens so after selection of the Bidder, the Committee may terminate the Contract or award of the Contract or further processing of the Bid as the case may be and that will be Without any compensation to the Bidder and the Bid Security/Performance Guarantee, as the case may be, shall be forfeited.
- 12.2.2.** It is the Bidder’s responsibility to prove the Bidder’s requisite qualification, experience and capacity to undertake the project to the entire satisfaction of the Purchase Committee failing which the Bid may be rejected.

## **13. Determination of Responsiveness of the Bid**

- 13.1.** The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:
- 13.1.1.** meets eligibility criteria for the Bidder / the Goods / the Services;
  - 13.1.2.** meets all the mandatory requirements of the evaluation criteria;
  - 13.1.3.** meets the Technical Specifications for the Goods / the Services;
  - 13.1.4.** meets the delivery period / point for the Goods / the Services;
  - 13.1.5.** is accompanied by the required Bid Security;
  - 13.1.6.** is otherwise complete and generally in order;
  - 13.1.7.** Conforms to all terms and conditions of the Tender Document, without material deviation or reservation;
  - 13.1.8.** which offers one Brand/Model/Make for each item (which does not contain any option);
- 13.2.** A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Bidder’s obligations under the Contract.
- 13.3.** The Tender determined as not substantially responsive shall not subsequently be made

responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

## **14. Technical Evaluation Criteria**

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

The Eligible/Technically Qualified Bidders will be considered for further evaluation.

Under PPRA Rules # 31, Technical Bids will be evaluated on the basis of following criteria and Financial Bids of only those bidders will be opened who have fulfilled the criteria:

<b>Evaluation Criteria</b>			<b>Requirement</b>
Tax Registration Certificates			<b>Mandatory</b>
Conformance to the generalized specification of items given in Schedule of Requirement			<b>Mandatory</b>
At least two relevant Supply Orders/Contracts received in the last three years			<b>Mandatory</b>
Affidavit /Bidder's Undertaking on stamp paper			<b>Mandatory</b>
<b>S. No.</b>	<b>Item Name and Description</b>	<b>Marks</b>	<b>Maximum Marks</b>
<b>1</b>	<b>Past Performance/ Experience of the Bidder (Reg. with GST/NTN)</b>	--	<b>10</b>
1.1	1 - 3 year experience	2	--
1.2	4 - 8 year experience	4	--
1.3	9 - 15 year experience	6	--
1.4	Above 15	10	--
<b>2</b>	<b>Relevant Experience</b>	--	<b>10</b>
2.1	1 - 5 year experience	3	--
2.2	6 - 10 year experience	6	--
2.3	11 & above year experience	10	--
<b>3</b>	<b>Financial Position/ Status</b>	--	<b>10</b>
3.1	Last sales tax paid Form	4	--
3.2	Bank Certificate (satisfactory)	2	--
3.3	Statement Worth (Min five million)	4	--
<b>4</b>	<b>Technical Evaluation of quoted items</b>	--	<b>70</b>
4.1	Specifications as per Schedule Requirements (or samples)	50	
4.2	Delivery schedule as per need	5	
4.3	List of clients / where such items delivered	10	
	2-3 Clients	<b>04</b>	
	4-6 Clients	<b>06</b>	
4.4	Guarantee / Warranty (One Year)	05	

<b>TOTAL</b>	--	<b>100</b>
--------------	----	------------

The bidder must provide Verifiable documentary proof against all the mandatory requirement along with the Technical Proposal and no document will be received or considered after opening of the Technical Proposal.

Conformance to the required specification of items given in Schedule of Requirement will be evaluated by the Technical Evaluation Committee. The Qualifying marks are seventy (70).

The supplier will bear all costs associated with the preparation and delivery.

## **15. Financial Proposal Evaluation**

- 15.1. Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives against each item shall be allowed to take part in the Financial Proposal(s) opening against their relevant item.
- 15.2. Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- 15.3. Financial proposal will be evaluated on the basis of One person One Bid in terms of Rule 36A (PPRA Rules 2014). No serial # or item name will be changed in the financial proposal. The bidder will quote per unit rate with GST and Total amount with GST as per given serial number/item name in the bidding documents. The bidder will follow the bidding documents in letter and spirit.

## **16. Rejection and Acceptance of the Tender/Bid**

- 16.1. The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s), under PPRA Rules 2014 without any change in unit prices or other terms and conditions, accept a Tender, reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.
- 16.2. Parties shall mutually settle disputes related to this contract. If attempts do not yield any results within a period of 15 days, The Vice Chancellor shall be the competent authority to resolve dispute(s) related to this contract and his decision shall be final.
- 16.3. **The Tender / bid shall be rejected if:**
  - 17.3.1 It is substantially non-responsive; or
  - 17.3.2 The bidder does not meet any of the mandatory criteria mentioned in Clause No.15; or
  - 17.3.3 It does not contain the documentary proof against any of the mandatory criteria mentioned in Clause No. 15; or
  - 17.3.4 **The bid is incomplete, conditional, alternative, late; or**
  - 17.3.5 the bidder does not attach Bid Security in Shape of Demand Draft, Pay Order, CDR; or
  - 17.3.6 the bid security is not attached or it is less than the required amount; or
  - 17.3.7 the Bidder submits more than one Bids against one Tender; or
  - 17.3.8 the Bidder tries to influence the Purchase Committee / Contract award; or
  - 17.3.9 the Bidder engages in corrupt or fraudulent practices in competing for the Contract award; or
  - 17.3.10 there is any discrepancy between bidding documents and bidder's proposal i.e. Any non-conformity or inconsistency or informality or irregularity in the submitted bid; or
  - 17.3.11 the Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

## **17. Contacting the Procuring Agency**

- 17.1. No Bidder shall contact the Committee on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 17.2. Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will disqualify the bidder and rejection of the bid. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

## **18. Announcement of Evaluation Report**

- 19.1 The Procuring Agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of Contract. The report shall be made available on PPRA website and all the bidders shall be informed of this.

## **19. Award of Contract**

The Tender will be awarded to the Lowest Evaluated Bidder(s) (item wise) who have been declared Technically Qualified.

## **20. Issuance of Supply Order or Signing the Contract**

- 20.1. The Committee shall issue Supply Order and sign a Contract with the Successful Bidder with a week.
- 20.2. The Successful Bidder will provide the **stamp paper of 0.25% of total order value** for Signing the Contract/Agreement.
- 20.3. The procuring agency may increase or decrease quantity in supply order subject to provision of budget in the relevant head.

## **21. Payment of Performance Guarantee (PG)**

The Successful Bidder(s) will be required to remit the Performance Guarantee equivalent to 10% of the value of the contract price. The PG should be paid by way of Cash Deposit Receipt (CDR), Pay Order, Demand Draft drawn in favor of "Treasurer University of Engineering & Technology, Lahore".

The Performance Guarantee will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Bid Documents or if the Bidder(s) fails to sign the contract/supply of goods/claim will not recovered.

## **22. Redressal of grievances by the procuring agency**

- 22.1. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than 10 days after the announcement of the bid evaluation report.
- 22.2. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 22.3. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 22.4. Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

## **General Conditions of Contract / Supply Order**

### **23. Delivery of Items**

- 23.1. The Supplier will be responsible for **delivery of Item/equipment** (i) Thermal Imaging Camera FLIR E6 pro (ii) Universal Oven with Temperature Control System ) at Main Store, UET Lahore.
- 23.2. Delivery Period will be **Sixty (60) days** counted *after issuance of Supply/Purchase Order* extendable under the special circumstances subject to approval of the competent authority.
- 23.3. After delivery of items, the Bidder must get the items inspected at UET, Lahore.
- 23.4. The supplier will bear all costs associated with the preparation, delivery and installation of the Items and the Purchaser will in no case be responsible or liable for those costs. The supplier will make such arrangements to ensure safe delivery of goods. Any damage sustained during transportation / delivery will be rectified by the supplier at his cost.
- 23.5. The bidder / supplier is bound to provide the items as per specifications. The bidder / supplier will change the items if inspection committee reject it.

### **24. Liquidated Damages**

- 24.1. When the supplier fails to deliver or install the goods or both within the time period specified in the contract, the Committee may, without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.50% of the price of the delayed goods per day of delay, maximum up to 10% of the price of total value of the contract.
- 24.2. The Successful Bidder will be responsible to provide the delivery, Delivery Challan and Bill within the delivery period in order to avoid Late Delivery Charges.

### **25. Inspection and Tests**

- 25.1. The Technical Committee will also act as Inspection Committee.
- 25.2. The Inspection Committee shall inspect and test the Goods supplied, the Services provided, under the Contract/Supply Order, to verify their conformity to the Technical Specifications.
- 25.3. Inspection will be done at Chemistry Department of University of Engineering and Technology, Lahore.
- 25.4. Inspection Committee shall verify the authenticity/quality of items.
- 25.5. After the inspection or test if the Inspection Committee is of the opinion that items do not conform to the specification and the criteria mentioned above, the Inspection Committee may reject them, and the supplier shall either replace the rejected goods or make all alterations necessary to meet the requirements of the specifications free of cost to UET, Lahore.

### **28. Release of Performance Guarantee (PG)**

The Performance Guarantee will be refunded to the Successful Bidder(s) after one year of completion of delivery or completion of all procurement along with warranty/guaranty subject to approval of the procuring agency or case to case will be decided by the competent authority.

### **29. Contract Amendment**

- a. The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods, in whole or in part.

- b. No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

### **30. Termination for Default**

The Committee may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part if:

- a. the bidder fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b. the successful bidder fails to deliver goods and services as per its technical specifications offered in the bid
- c. the successful bidder fails to perform any other obligation(s) under the Contract.
- d. the bidder, in the judgment of the Committee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

### **31. Blacklisting**

If the Contractor fails / delays in performance of any of the obligations, under the Contract/issuance of supply/purchase order, violates any of the provisions of the Contract/ issuance of supply/purchase order, commits breach of any of the terms and conditions of the Contract/ issuance of supply/purchase order or found to have engaged in corrupt or fraudulent practices in competing for the award of contract/ issuance of supply/purchase order or during the execution of the contract/ issuance of supply/purchase order, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per mechanism provided in Punjab Procurement Rules, 2014.

### **32. Force Majeure**

Majeure means an act of nature or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and /or lack of ore sight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or evolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Suppliers shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause there of the Committee constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the Vice-Chancellor. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

### **33. Termination for Insolvency**

The Committee may at any time terminate the Contract by giving written notice of 30 days' time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the

Parties.

34. **Forfeiture of Performance Security**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract / Acceptance of Supply/Purchase Order, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

**35. Payment**

a. Payment will be made after withholding applicable taxes to the Successful Bidder after delivery and installation of goods and on receipt of the following documents:

- i. Delivery Challan.
- ii. Original Bill/Invoice.
- iii. General Sales Tax Invoice
- iv. Inspection/Completion report (*Satisfactory*)

**32.2.** Payment will be made on availability of funds, if delayed due to any reason, no extra interest/mark up will be accepted or paid.

**32.3.** Part/advance payment is not allowed in any case.



### **36. Specification and Schedule of Requirements**

#### **Name of Equipments**

- i) Thermal Imaging Camera FLIR E6 pro
- ii) Universal Oven with Temperature Control System

<b>Thermal Imaging Camera FLIR E6 Pro</b>	
IR resolution:	240 × 1800 (43,200 pixels)
Thermal sensitivity:	<0.05°C (0.09°F) / <50 m.K at 30°C (86°F)
Spatial resolution (IFOV):	2.5 mrad
1-touch level/span:	Automatic Contrast Enhancement
Extended temperature:	400°C/752°F
Multi spectral dynamic imaging:	IR Image Enhancement with Visible Camera Detail
Connectivity:	Wi-Fi Connectivity
<b>Universal Oven with Temperature Control System</b>	
Temperature range:	5°C above ambient up to +300°C
Display:	Single DISPLAY
Mode of heat transfer:	Natural convection
Adjustment of pre-heated fresh air:	Adjustment of pre-heated fresh air admixture by air flap control in 10% steps for each segment individually
Fault analysis:	Self-diagnostics for fault analysis
Timer:	Digital timer adjustable from 1 minute to 99 days, 23 hours
Temperature Protection:	Multiple Over temperature Protection with audible and visual alarm
Casing:	Interior Stainless Steel & Textured Stainless Steel Casing
Operating Voltage:	Operated on 220 volts, UN Series
Capacity:	108 Liters,
Interior dimension:	560 x 480 x 400 mm, with two stainless steel trays

**Prof. Dr. Shahid Imran**  
Principal Investigator

**Prof. Dr. Fahad Noor**  
Chairman