



NATIONAL UNIVERSITY OF TECHNOLOGY
SUPPLY CHAIN MANAGEMENT OFFICE

DRAFT CONTRACT AGREEMENT

Part I

Date: _____

Contract for: _____

This Agreement (hereinafter called the "Contract") is made at, the ___/___/___ between, on the one part, **NUTECH**, having their Office at **IJP Road Sector,I-12 Islamabad Phone No 051-5476768** (hereinafter referred to as "Buyer", which expression shall include their successors, legal representatives and permitted assigns) and on the other part **M/s _____** (hereinafter referred to as "Seller" which expression shall include their successors, legal representatives and permitted assigns).

W H E R E A S

- a. The Buyer has requested the Seller to make arrangements to provide Stores as per the mentioned list of items as per Annex A/ IT documents, for which he is bound to make payment mentioned therein, in accordance with the provisions of the Contract.
- b. The Seller has agreed to provide the said stores on the terms and conditions set forth under Parts-II & III of this Contract;

2. NOW THIS CONTRACT (containing three parts) witness that in consideration with the mutual covenants herein contained, the parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of:

Signature (Seller)

Name: _____

Title: _____

Seal: _____

Signature (Buyer)

Name: _____

Title: _____

Seal: _____

Part II

GENERAL CONDITIONS OF CONTRACT

1. **Effective Date of Delivery of the Stores.** For all practical purposes, it is the date of inspection/acceptance of stores by the user.
2. **Acceptance of Stores.** It is subject to acceptance as per special instructions
3. **Rejection of Stores.** In case of rejection, the Stores (s) need to be collected within 20 working days from the date of the issuance of the rejection letter; otherwise NUTECH will not be responsible for the damage/ lost. On the other hand if the stores may not be collected within given period then same may be forfeited/ confiscated. The rejection must be replaced within 60 days, of the issuance of the rejection letter, non- compliance may lead to penalty
4. **Liquidated Damages.** The stipulated delivery period should be strictly adhered to. Any anticipated delay that is beyond the control of Seller will be informed (in writing) well in advance of the expiry of the due date of the activity along with reasons thereof, requesting for the grant of extension in delivery period. If the Seller fails to do so, or the Buyer is not convinced with the rationale provided by the Seller, Liquidated Damages up to/at 2% per month or part thereof, will be imposed. However, the maximum limit of the Liquidated Damages will not exceed 10% of the contract value, in any way.
5. **Purchasing the Stores on Risk & Cost of Seller.** If even after applicability of 10% LD, the Seller fails to deliver the required stores, the Buyer will be at liberty to procure the stores from an alternate source, on the Seller's "Risk & Cost". In that case, the Seller will be bound to make payment to the new source through NUTECH apart from any/all including temporary/permanent bar on participation with NUTECH forfeiture of bid money or black listing of the firm.
6. **Certification of Condition of the Stores.** The Seller is required to furnish a certificate that the Stores are new/current production and not re-conditioned/re- furbished. Moreover, in case this contract is established for the procurement of machinery etc., a separate certificate from OEM will be rendered that maintenance warranty along with provisioning of fast moving spares will be ensured for a period of minimum 10 years.

7. **Modification.** Modification of the terms and conditions of this Contract, including any modification in description of Stores, its quantity or price etc., may only be made in writing, which shall be mutually agreed and signed by both the Parties. The signed corrigendum will automatically become part of the Contract in continuation of the Contract.
8. **Packing.** All the goods should be crated/packed suitably with sufficient cushioning material to withstand rough handling during transit. Any loss or damage caused due to poor/insufficient packing will be borne by the Seller. All packages shall be allotted serial number and clearly marked Contract No _____
A list showing contents of each package should be securely placed inside the package.
9. **Documents Needed.** Separate Stores/GST Invoices are required along with the delivered Stores at Place of Delivery. Attested copy of paid challan of GST showing proof for its deposition with Sales Tax Authority shall be provided.

[Note: In case, GST is not applicable or exempted, kindly provide evidence].

Part-III

SPECIAL CONDITIONS OF CONTRACT

1. **Contract Price.** The mutually agreed Contract Price will be as given at Annex-'A' to this Contract.
2. **Special conditions**

Description
<p>Environment Conditions: (a)Temperature range: 05°C to +60°C (b)Relative humidity: 0-70% non-condensing</p>
<p>Warranty period: Two years from the date of commissioning.</p>
<p>Publications Supplier is to provide hard and soft copies (CD) of following manuals. (a) Operational / Maintenance manual: - Qty 01 with Equipment and additional Qty 02 for record purposes and should consist of following sections:- (1)Equipment Description /Operation:- (a)Specifications (b)Description (c)Operation (2)Servicing:_ (a)Maintenance Schedule (b)Adjustment / test (c)Removal / Installation procedure (d)Tools Used (3) Trouble shooting guide (4) Cleaning requirements (5) Shipping and receiving (6) Storage requirements (b) IPB (Illustrated Parts Breakdown Manual) should have full parts description along with detailed diagrams (exploded view). (c) Experimental manuals which must contain the list and procedure of the experiments that equipment can perform.</p>
<p>Spares / Technical Support: (a) Supplier to have in-country spares / technical support and ensure spares and technical support / assistance for next 10 years (b) Comprehensive list of spares required for scheduled maintenance of Equipment is to be provided (c) Any software provided must have its license (d) Software upgrade support must be provided free of cost for 10 x years with renewed license at every upgrade (e) Supplier must also provide calibration service for at least 5 x years after commissioning</p>
<p>Additional Spare / Replaceable parts: (a) Replaceable spare / parts during scheduled inspections are to be identified and provided as per requirement along with equipment sufficient to cater five years consumption. (b) All specialized / standard tools required for inspection / repair / servicing must be supplied along with equipment.</p>

Physical Inspection Criteria: 100% physical inspection of store will be carried out before commissioning of the equipment for following details:-

- (a) For physical damage, scratches and deformity.
- (b) Accessories /components as per contractual specifications.
- (c) Technical Manuals (Operation manual, user guide, IPBs).
- (d) Quality certificate and calibration certificate by the OEM
- (e) OEM certificate and verifiable documents by the supplier that store has been Procured from certified source and is factory new and from latest production.
- (f) Brand name and country of origin.

Commissioning:

- (a) Commissioning of the equipment will be carried out by OEM rep at his own cost and risk at designated place at NUTECH
- (b) Any special requirement for installation, operation and commissioning must be specified in the offer by the supplier

Training: 01 week OEM operational/ maintenance training at NUTECH

Improvement and Safety Measures:

Any improvement and safety measures suggested by NUTECH during commissioning are to be resolved by the supplier / manufacturer at no extra cost

Liability of Supplier:

- a) OEM certificate of authorized dealership Supplier is to provide original OEM certificate of subject equipment bought directly from the manufacturer and being an authorized dealer.
- b) In case the equipment supplied is not compatible with specifications, the supplier will be obliged to call his representatives at his own cost for consultation and corrective action

Special Notes

- (a) Additional requirements for the maintenance of equipment (if any) must be intimated by the supplier in technical offer.
- (b) Supplier must provide the list of organizations using same equipment in Pakistan (if any).
- (c) Equipment must be a standard product of OEM available at web address of OEM.
- (d) In case of premature failure of the equipment, OEM has to replace / rectify the item free of cost. Required transportation charges would be borne by the supplier

3. Terms of Payment:

50% advanced payment (Rs) will be made to the Seller on provision of unconditional Bank Guarantee/ CDR/ DD/ Pay order. The validity of Bank Guarantee/ Bank Guarantee/ CDR/ DD/ Pay order should be 60 days beyond the Target Date of delivery of Stores. The Bank Guarantee/ CDR/ DD/ Pay order will be released only after the final execution of the Contract. 50% advanced payment will (Rs) made to the Seller after receipt and confirming the correctness of ordered specifications, installation, commissioning and as the case may be.(of the delivered Stores), by our inspector. Please submit the Pre- Receipted Bill & GST invoice may be submitted with Bank Guarantee/ CDR/ DD/ Pay order within 10 days of the issuance of PO/Contract.

4. **Income Tax Deduction.** Applicable Income Tax will be deducted from the payable amount for deposition in Govt Treasury. The Purchaser will provide certificate for deposition of the Income Tax with FBR.

5. **In Case Income Tax is Not Applicable or Exempted.**

Please provide the following documentary evidence duly attested by Notary Public/BPS-17:-

a. Copy of Valid Income Tax Exemption Certificate, duly attested by notary public/BPS-17
OR

b. Submit the following documents:-

- (1) Undertaking of commercial importer that goods supplied without value addition or Change. Attested by the Notary Public.
- (2) Copy of Income Tax paid challan duly attested by notary public/BPS-17 and above officers.
- (3) Copy of Bill of Entry/Lading/AWB duly attested by notary public/BPS-17 and above officer.

6. **Payment of GST.**

While making any payment to any firm, 20% of the overall applicable GST will be deposited by NUTECH in the government treasury/ FBR against the provided GST Registration No. of the respective supplier/ firm , while 80 % of the overall applicable GST will be paid to the supplier for onward deposition along with the payment of goods/ services etc. Indemnity Bond, duly signed/endorsed and stamped by the relevant supplier must be submitted along with the invoice as an essential attachment of the invoice. This may be treated as mandatory.

7. **Target Date of Delivery:** / / Please arrange the delivery of the ordered stores latest by 1500 hrs. In case of delay NUTECH will not be liable to accept the delivery after 1500 hrs.

8. **Place of Delivery.** NUTECH IJP Road Sector I-12 Islamabad.

9. **Country of Origin of Stores. USA, Europe, PRC**

10. **Warranty.** The Seller will arrange provision of **years** warranty/guarantee of the Stores or as the case may be. He shall warrant that the supplied Store will be free from any defects, weaknesses and shall conform to the applicable descriptions and specifications. The supplied Stores under this Contract are subject to Warranty. The Buyer or his Personnel shall handle the Stores carefully and operate them strictly in accordance with the conditions laid down in the technical offer. If still the Buyer discovers any fault or defect in the supplied Stores within **years** with effect from the final acceptance of the

Stores, he shall notify the occurrence of the fault to the Seller immediately, to enable him to take necessary rectification measures. The specimen of Warranty has been attached with the Contract.

11. **Termination of Contract.** NUTECH reserves the right to cancel the Contract without assigning any reason whatsoever during its currency / execution / after placement, if the firm is found to be involved in any dubious activity/ forgery. Also if in litigation with the purchaser or is blacklisted with any other Public procurement agency. No claims / loss / damage of whatsoever nature shall be entertained and NUTECH's decision in this regard will be final and binding on the Supplier / Seller.
12. **Performance bond** for 24 months' worth 5% of the contract value will be provided after delivery of stores.

SCHEDULE

Contract No: _____

Delivery date: _____ OEM:

M/S _____

Currency: Rs.

<u>Ser</u>	<u>items/experiments</u>	<u>Parts/Model</u>	<u>Detail</u>	<u>Qty</u>	<u>Total Amount</u> (including tax)
Total					

Note:

1. Country of Origin: _____
2. Model: mentioned above
3. Warranty 2 year, please submit enclosed warranty certificate with the bill / invoice after delivery of stores.
4. Performance bond for 24 months' worth 5% of the contract value will be provided after delivery of stores.
5. Installation / Assembling / Commissioning will be done at Buyer's delivery site on free of cost.
6. Publications / Literature / Catalogues in Hard Copies / CDs should be provided.
7. Certificate of test data / Conformity will be provided.
8. Essential Running Spares received from OEM as per special conditions should be provided with the equipment
9. Maintenance spares will be provided as per IT document (If required).
10. Upon receipt of the contract/purchase order, it should be returned duly signed and stamped as a token of acceptance of the contract/to NUTECH through mail immediately, otherwise after 05 days of the issuance of the contract/PO, it would be understood that entire contract/PO is acceptable.

Name: _____

Designation: _____

Firm & Address: _____

SPECIMEN OF "SELLER'S WARRANTY"

Contract No: TD-_____

Dated:_____

Validity Years from the date of final acceptance of the Stores.

1. We hereby guarantee that we are the genuine and original Source of provisioning the Stores to our Buyer. We also undertake that nothing in the manufacturing of these Stores has been obtained through unauthorized means.
2. We hereby warrant and undertake that the Stores and all the associated spares/ accessories supplied under the terms and conditions of the above Contract, are:
 - a. brand new, complete in all respects, possessing good quality and standard workmanship; and
 - b. liable for replacement/rectification free of charge, if during the Warranty period the same are found defective before or under normal use or these do not remain within the limits and tolerances stated under the specifications or in any way not in accordance with the terms of this Contract. All expenses incurred in removal, re-provisioning and reinstallation of such defective Stores or their parts shall also be borne by us.
3. The Warranty shall remain valid for a period of 2 years from the date of final acceptance of the Stores.

Signature_____

Name_____

Desig_____

Stamp_____

Date_____

**Sellers warranty must be provided by the firm on Rs 100 stamp paper along with bank guarantee/CDR/Pay Order without changing a word. BG with additional clauses will be rejected.

SPECIMEN FOR "ADVANCE PAYMENT BANK GUARANTEE"

Guarantee No _____

Date _____

Amount: _____

Valid upto: _____

In Favour of:

National University of Technology

(NUTECH),

JP Road, I-12,

Islamabad

Subject: **Advance Payment Bank Guarantee**

Contract No: TD-

DATED.

Dear Sir,

We [Name of Guarantor] understand that you have entered into contract with M/S [Name of Firm] (hereinafter called Our Client), for provision of [Name of Stores]. And as per the above mentioned Contract, you are liable to pay to Our Client an amount of [Amount of Guarantee] in advance, which shall be released against a Bank Guarantee.

Now, we hereby irrevocably undertake to immediately make payment on to your orders, merely upon receipt of your first written notice, an amount not exceeding [Amount of Guarantee] that may be claimed by you at your own discretion without it being necessary for you to prove or even assert to the Bank any default whatsoever of Our Client under the Contract. Claims against this Guarantee shall be lodged on us through written request/s on your proper Letter Head. Unless claims are not presented on or before the Validity Date, all rights and benefits under this guarantee shall be forfeited and we shall be released from all claims, demands or liabilities of any kind whatsoever.

This Guarantee shall remain in force up to the above mentioned Validity Date which can however, be extended upon request of Our Client.

Yours faithfully,

Signature: _____

Name: _____

Designation: _____

Bank Stamp: _____