



NATIONAL UNIVERSITY OF TECHNOLOGY
SUPPLY CHAIN MANAGEMENT OFFICE
AGREEMENT FOR

Date: _____

Contract for: _____

1. This Agreement (hereinafter called the "Contract") is made at, the _____ between, National University of Technology (**NUTECH**), of the first part having its Office at **IJP Road Sector, I-12 Islamabad Phone No 051-5476768** (hereinafter referred to as "**Buyer**", which expression shall include its successors, legal representatives and permitted assigns) and on the other part **M/s XYZ** on behalf of **OEM Name & Address** (Hereinafter referred to as "**Seller**" which expression shall include their successors, legal representatives and permitted assigns).

Whereas

- 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 in this Contract.

2. NOW THIS CONTRACT 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.

Signature (Seller)

Signature (Buyer)

Name: _____

Name: _____

CNIC: _____

Title: _____

Title: _____

Seal: _____

Seal: _____

Annex ASCHEDULE

Contract No: _____

Delivery Date: _____

OEM: _____

Country of Origin: _____

Currency: _____

<u>Sr.</u> <u>as</u> <u>per</u> <u>IT</u>	<u>Part</u> <u>No</u>	<u>Items/</u> <u>Experiments/</u> <u>Part #</u>	Specification	<u>A/U</u>	<u>Qty</u>	<u>Total</u> <u>Amount</u> <u>(....)</u>
Total						

1x Cur = Rs
(conversion rate as on
Tech Opening Date)

NOTE

1. Price is Firm and final
2. Specification of items will be as per Technical Offer & literature provided by the Seller & approved by the end user.

Total Store value	Currency Value Rs	
Total Cost on CPT basis for LC	Currency Value Rs	
Total Contract Value	Currency Value Rs	
Amount in Words:		
NICL Insurance Charges:		

Contract No: _____

CONTRACT CONDITIONS/CLAUSES CPT NUTECH, Islamabad

1. Indenter : _____
2. Cost Debatable to Head : _____
3. Consignee : _____
4. Terms and date of delivery : _____
- 5.

- a. Manufacturer Name and Address : **OEM Name and Address**
- b. Principal Name and Address : **OEM Name and Address**
- c. Seller's Name and Address : **Local Partner (M/s XYZ)**
- d. Seller's MD/Owner Name/ CNIC No : _____

6. Country of Origin : _____

7. **Shipping Clause**

- a. Shipment of the stores will be made on CPT basis under the arrangements of supplier. The supplier shall intimate within 15 days in advance of shipment to procurement agency about readiness of contracted and goods. Supplier will also provide following details: -

- (1) Contract No and Date : _____
- (2) Description of goods : Information will be provided upon the completion of goods
- (3) Date of readiness of stores: Information will be provided upon the completion of goods
- (4) No of boxes/cases : Information will be provided upon the completion of goods
- (5) Weight of each box : Information will be provided upon the completion of goods
- (6) Dimensions and volume : Information will be provided upon the completion of goods
- (7) Total weight : Information will be provided upon the completion of goods
- (8) Total Volume : Information will be provided upon the completion of goods
- (9) INCO code if any : Information will be provided upon the completion of goods
- (10) Special handling instructions, if any : **as per clause 8**

b. Instructions Regarding Provision of shipping documents of CPT Contracts

- (1) The supplier shall deliver following set of documents on dispatch of stores to SCM Office NUTECH and LC Opening Bank well in advance by the fastest means i.e Fax/E-mail/Courier at least 10 clear days in case of sea shipment and 4 days for airlift before the arrival of the vessel/flight at designated port to enable the latter to clear the

consignment from port/custom authorities without any undue delay failing which the Supplier shall be liable for making good loss/demurrage etc:-

Sr	Documents	SCM Office	LC Opening Bank
a.	Bill of Lading/Airway Bill (Original Negotiable)	-	1
b.	Bill of Lading/Airway Bill (Non-negotiable)	1	-
c.	Copy of shipping invoice	1	-
d.	Manufacturer inspection Certificate	1	1
e.	Supplier Commercial Invoice	1	3
f.	Packing List	1	1
g.	Freight/ Postal Charges Receipt (CPT)	-	1
h.	Letter of warranty DPL-15	1	1
i.	OEM Certificate	1	1
	Total	8	10

Note:

- (i) Document not applicable may be deleted.
 - (ii) The supplier will also render certificate that distribution of document has been done as given above which will be forwarded to LC Operating bank and the SCM Office by the supplier within 7 days of obtaining Bill of Lading. Proof of such a dispatch, like receipt from the courier service or post office etc, will accompany the certificate along with above mentioned documents for release of payment to supplier.
 - (iii) In case of any problem in shipping of stores, SCM Office National University of Technology may be approached.
- (2) If stores are insured then the Supplier at the time of shipment of stores will forward following details to SCM Office NUTECH for sending the same to NICL Islamabad:
- (a) Name of Carrier/ Vessel
 - (b) Bill of Lading/ Airway Bill
 - (c) Date of sailing
 - (d) Value of stores
 - (e) Description of stores/equipment
 - (f) Detail of package (whether crate, bale, drum)

- (3) Necessary payment may be drawn by the Supplier as per terms of payment of the contract on depositing of shipping/other documents with LC opening bank/NUTECH etc as stipulated in the contract.
- (4) Freight (Air/Sea) bill/invoice duly supported with relevant documents after being verified (regarding receipt of stores) by SCM Office NUTECH and will be sent to Treasurer Office NUTECH for scrutiny/authentication before the payment is made.
- (5) If the cargo is lost due to any omission in the preparation of lading, airway bill, the supplier will be responsible for making the loss good. Supplier is also responsible to enter correct contract number on the shipping document/airway bill and be responsible for any demurrage or extra charges on account of his failure in this regard.

8. **Packing/Marking instructions**

- a. The supplier shall be responsible for proper packing of the Store in standard export packing worthy of transportation by sea /air /road rail so as to ensure their content being free from loss or damages due to faulty packing on arrival at the ultimate destination. Packing of stores will be done at the expenses of the supplier. All packing cases, containers and other packing material shall become the property of the Buyer on receipt. Wrong marking of packages /instruction will render the store liable to reject. Any loss occurred /demurrage paid due to wrong marking will be make good by the supplier
- b. Packing of stores should be shockproof and seal/air worthy In case of damage of stores due to improper packing, the supplier will be responsible for replacement of the equipment / stores free of charge.

9. **Inspection**

- a. Inspection Authority: NUTECH (User Department)
- b. Place of Inspection: NUTECH Islamabad or Manufacturer's facility
- c. **Acceptance Test Procedure (ATP)** The ATP will be provided by the Seller / Manufacturer within 30 days after signing of contract. The same will be approved by the inspection authority and subsequently from part of contract. The inspection will be carried out as per the approved ATP.

10. **Foreign Training/ Factory Acceptance Test (If applicable)** Manufacturer will provide a training/ Factory Acceptance Test visit of 2 x members at OEM premises for 5 x working days excluding traveling time / holidays / weekends. All the expenses for international ticketing,

boarding, lodging, messing and transportation will be borne by the Manufacturer for said duration.

11. One-week OEM Training at NUTECH will be provided by the seller/firm.

12. **Checking of Stores at Consignee End** All stores will be checked at Consignee end in the presence of supplier's representatives by joint inspection team comprising of user rep NUTECH, consignee and rep SCM office NUTECH. If for the reasons of economy, or any other reason, the supplier decides not to nominate his representative for such checking: an advance written notice to this effect will be given by the Seller to the consignee prior to or immediately on shipment of stores. In such an event, the Seller will clearly undertake that the decision of consignee with regard to quantities and description of a consignment will be taken as final and discrepancy found will be accordingly made up by Seller. In all other cases the consignee will inform the supplier about arrival of consignment immediately on receipt of store through registered mail, email or fax. If no response from the Seller is received within 15 days from Initiation of letter, the consignee will have the right to proceed with the checking without supplier's representative. Consignee's report on checking of stores will be binding on the Seller in such cases.

13. **Terms of Payment**

NUTECH Islamabad will authorize National Bank of Pakistan / State Bank of Pakistan to establish an irrevocable, non-transferable and not confirmed letter of credit for (in figure) _____ (in words) (_____) in favor of **M/s OEM & Address** Letter of Credit opening/other charges, confirmation, and additional confirmation charges in Pakistan as per prevailing rates of scheduled bank will be borne by NUTECH. Whereas all LC opening/operating charges in Foreign will be borne by the supplier.

a. Letter of Credit will be valid for a period of two months beyond the delivery period stipulated in contract (clause-5) for negotiation of shipping documents.

b. 80% (Eighty percent) payment of the CPT stores value will be paid to the Manufacturer on shipment of the store and provision of following documents to LC opening bank: -

- (1) Bill of loading / AWB (Original / Negotiable)
- (2) Certificate of Conformance (COC)
- (3) Supplier's Commercial Invoice in triplicate
- (4) Packing List in duplicate
- (5) Freight / postal Charges Receipt (C&F)/CPT
- (6) Certificate of Warranty **Annex-E** (Original)

- (7) OEM Certificate
- (8) Manufacturer's Inspection Certificate (Original)
- (9) Bank Guarantee Acceptance certificate by NUTECH

Note: The requirement of type of documents and their distribution may be adjusted as on required basis, which should be stipulated in the contract.

- c. **Balance 20% (Twenty percent)** payment will be made on inspection, installation and commissioning and user satisfaction. Between the time of actual delivery and inspection the consignment shall remain at the risk and cost of the seller. Liquidated damages (LD) if any will be deducted from 20% payment.
- d. Partial delivery, partial payment and transshipment is **not allowed**.

14. **Bank Guarantee Clause**

- a. 5% EM/Bid Bond will be considered as Bank Guarantee against performance of the contract and against warranty period as agreed and retained by Buyer till submission of the bank guarantee as per given format (on Rs 100 Judicial Stamp Paper) by the seller.
- b. In case of BG, the Seller will furnish an unconditional Bank Guarantee within 30, days after signing of the contract from a scheduled bank for an amount equal to 5% of the total value of the contract excluding freight, taxes/duties etc. The Bank Guarantee shall be endorsed in favor of NUTECH. NUTECH will have the power of seeking encashment of the Bank Guarantee as if the same has been demanded.
- c. The supplier shall be bound to extend the validity of Bank Guarantee for 24 x months and 60 days after issuance of last CRV to cover the warranty period.
- d. In the event of un-satisfactory performance or of any breach of terms of the contract, the Bank Guarantee/EM/Bid Bond shall be forfeited at the discretion of Buyer. On satisfactory performance of the contract, the Bank Guarantee/EM/Bid Bond (5% retained) will be returned to the supplier.
- e. BG is to be obtained preferably from LC opening bank of Pakistan or through Supplier LC opening bank abroad.
- f. Bank Guarantee furnished against this contract is unconditional and cashable at the will of Buyer.
- g. The supplier undertakes not to hinder/restrain its encashment through court, extra judicial or any other (including administrative) process.

- h. On receipt of Bank Guarantee/CDR/Bank Draft, Buyer (NUTECH) will provide Bank Guarantee acceptance certificate to the supplier and LC opening bank.

Note:- “Before forwarding the Bank Guarantee to the Finance Office, concerned staff at SCM Office NUTECH as per Performa, will scrutinize that the same is in conformity with the terms and conditions of the contract and the confirmation regarding verification of Bank guarantee by the issuing bank is obtained”.

15. **Manufacturer’s Warranty**

- a. The Manufacturer shall furnish warranty as per attached **Annex E (Warranty Certificate)** for the stores against any defect in material, workman-ship and component / complete stores etc for a period of _____ from the date of issuance of last CRV by consignee against 5% contract Value.
- b. In the event of stores being found defective, the Manufacturer shall replace the stores free of cost at consignee’s end within 90 days from date of raising the discrepancy, failing which the cost of same on CPT will be refunded by the supplier.
- c. Stores accepted on Manufacturer’s warranty will, however, continue to be subjected to normal visual inspection by consignee as the practice is in vogue. In doubtful cases technical assistance/advice/inspection can be called for.

16. **Modification/Amendment to Contract.** This Contract may be modified/ amended to include fresh clause(s) with mutual agreement by the Seller and the Buyer. Such modification shall form an integral part of the contract.

17. **Insurance** The contracted items will be shipped duly insured from manufacturer’s / supplier’s warehouse to NUTECH and insurance is to be arranged by the NUTECH through NICL as per tender clause no 14.

18. **Failure and Termination.** Should the supplier fail to deliver the stores or any consignment within the period prescribed, then on the expiry of 30 days after such period, the Buyer shall be entitled at his option to take either of the following actions.

- a. **Cancellation of Contract at risk and Expense.** The Buyer will have a right to cancel the contract in case of any violations of the agreement and purchase from elsewhere, the undelivered stores, at the risk and expense of the supplier. The Seller shall also be liable for any loss which the Buyer may sustain on this account but shall not be entitled to any gain if made during re-purchase. In case of non-availability of substitute/equivalent will also be covered under this clause.

- b. **Imposition of Liquidated Damages.** The supplier is liable to pay the stipulated liquidated damages for the period of delay to the rate of 2% but not less than 1% of the value of the unsupplied quantity of the stores per month for the period exceeding original delivery period subject to provision that the total liquidated damages thus liable will not exceed 10% of the total value of the late delivered stores.
19. **Purchaser Right.** The Buyer reserves the right of deletion, addition cancellation of the contract, in part or full without assigning any reason whatsoever and without financial repercussion on either side within 10 days after the issuance of contract. Such information will be passed to the seller by the purchase through the fastest possible means i.e. Telephone, Fax, Email, Telex, Cable telegram etc.
20. **Force Majeure.**
- a. The Manufacturer/Seller will not be held responsible for any delay accruing in supply of equipment due to events of force majeure such as acts of God, or War. In such an event the supplier shall inform the Buyer within 15 days of the happening and within the same time frame about the discontinuation of such circumstances/happening in writing. Non availability of raw material for the manufacture of stores, or of export permit for the export of the contracted stores from the country of its origin, shall not constitute Force majeure.
- b. The Manufacturer/Seller shall use his best effort to avoid or remove such circumstances and continue fulfillment of obligations as soon as such circumstances are removed/over.
- c. If by reason of Force Majeure full or part of any consignment is not delivered by the due date, then the procurement agency may adopt following option with the prior approval of competent authority with or without notifying the supplier.
- (1) The delivery period may be extended appropriately for the Force majeure duration as established.
- (2) In case of indefinite duration Force Majeure where the procurement agency is satisfied that contract is not likely to materialize, may cancel.
21. **Progress Report.** The supplier shall intimate the progress of supply position at least 15 days before the expiry of delivery period. Any delay anticipated by Manufacturer/Seller will be reported at once to all concerned i.e NUTECH & LC opening Bank as the case may be.
22. **No Demand Certificate.**
- a. The seller will submit a “**NO DEMAND CERTIFICATE**” (**NDC**) to NUTECH

on completion of contract or Warranty Period (as applicable) Supplier will ensure that NDC submitted by them clearly spells out pending appeals / amendments etc. if any failing, which no subsequent claims will be entertained.

- b. The concerned department at NUTECH will provide a “No Objection Certificate” (NOC) to the Seller on completion of contract or warranty period (as applicable) saying that there is no claim outstanding against the supplier.

23. **Export License/Permit /End User Cert.** It shall be the responsibility of the Manufacturer to obtain from the Government concerned all permits and export licenses, etc required to enable each consignment to be shipped immediately as per the delivery schedule. In case the seller fails to arrange export license within 30 days of signing the contract the Buyer reserves the right to cancel the contract on the risk and expense of the supplier without prior notice. The Buyer will provide **End User Certificate** (EUC) for the purpose of getting the export licenses/permit on behalf of the seller for the export of the Contracted good /stores. On request of Manufacturer, draft EUC as per seller’s format will be forwarded to Manufacturer within 30 x days after signing of contract. Seller will be responsible to apply the export permit from NUTECH in time for timely delivery of stores to user. Seller will ensure immediate provision of format of EUC as per the requirement of the respective country.

24. **Arbitration.** Will be as under: -

- a. “All Claims, disputes, controversies, differences arising out of or in connection with this contract, including any question regarding its existence, validity, interpretation performance, breach or termination, shall be referred to and shall finally be solved by binding arbitration. An Arbitration Committee Shall be constituted comprising Rector NUTECH and two Arbitrators to be nominated on mutual agreement by each party. The venue of the Arbitration shall be the place of issuance of this contract or as Rector NUTECH may determine. In case of any difference, the clauses of Arbitration Act 1940, Rules and Regulation made thereof for time being enforce shall prevail. The award shall be final and binding on both parties.
- b. Provided that written record of any such arbitration and its award shall be arranged properly. An award of such arbitration may be confirmed in a court of competent jurisdiction at Islamabad.
- c. Provided further that incase of any other question /dispute not covered under this clause, the decision of Rector NUTECH shall be final.”

25. **Appeals.** The contracting parties shall endeavor to resolve their disputes, (if any) arising out of this contract as under: -

- a. Firm (Seller) can lodge or appeal against any penalty/ disciplinary action/ rejection of stores or any problem area towards the execution of the contract to the Buyer (DD SCM NUTECH) with full grounds and justification.
 - b. Appeal made for hearing before JAC against LD or RE shall be subject to payment of appeal fee of Rs 5000.00 in favour of NUTECH otherwise appeal will not be entertained.
 - c. The firm can make an appeal to Rector NUTECH within 6 months of imposition of LD/RE. Period of 6 months for preferring appeal will take effect as follow.
 - (1) **Appeal against LD.** The date of issuance of formal amendment letter regarding imposition of LD should be considered as the reference date for the purpose of determining/ calculating the time frame of 6 months for appeal.
 - (2) **Appeal Against RE.** The appeals received for waiver of RE amount should be within 6 months wef the date of letter issued by the SCM Office asking the defaulted Seller (firm) to deposit the RE amount so calculated.
 - d. Appeal once heard by JAC and disposed of shall not be entertained again.
26. **Litigation.** In case of litigation, only competent courts at Islamabad shall have the jurisdiction to decide the matter.
 27. **Special Conditions (If any)** Attached as **Annex H**
 28. **Undertaking.** I/We **M/s XYZ** on behalf of **OEM Name & Address** signing contract **dated** _____nconditionally Guarantee the full and proper performance of this contract and hereby undertake to accept all liability of compensating the Buyer for Acts/Defaults.
 29. **Subletting.** The supplier will be entirely responsible for the execution of the contract in respect according to the terms of the contract. The supplier shall not sublet transfer or assign the contract or any part thereof.
 30. **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.
 31. **Income Tax Deduction (If applicable).** Applicable Income Tax will be deducted from the payable amount for deposition in Govt Treasury. The NUTECH will provide certificate for

deposition of the Income Tax with FBR. Seller shall be responsible for paying all applicable sales, export and import duties and taxes, whether in country, and shall ensure that all necessary licenses or customs clearances are obtained.

32. **Payment of GST (If applicable)**. Sales Tax will be deducted (as per sales tax Act 1990) of Pakistan. Indemnity Bond, duly signed/endorsed and stamped by the relevant vendor must be submitted along with the invoice as an essential attachment of the invoice. This may be treated as mandatory. "Vendor shall be responsible for paying all applicable sales, export and import duties and taxes, whether in the country of origin or any transit country and shall ensure that all necessary licenses or customs clearances are obtained arranged."
33. **Freight charges /Custom clearance:** Custom clearance and all freight will be supplier's responsibility. NUTECH will provide applicable exemption certificates and documents. Delivery till NUTECH will be Seller's (firm) responsibility and all associated costs will be part of quotation as well or as the case may be as per type of FOB case.
34. **Technical Specification:** Store shall be as per OEM certificate, quality certificate /inspection document to NUTECH confirming the quality of the product being supplied under this contract. Store must bear the manufacturer's identification marking /monogram.
35. **Correspondence & Official/Legal address.**
- a. All Correspondence between supplier/end user will always be made through the SCM Office NUTECH.
 - b. Any meeting between the supplier, inspection authority and end user may be held to facilitate smooth accomplishment and logical conclusion of the contract remaining within ambit of contractual clauses. Minutes of such meeting should invariably be recorded.
 - c. All correspondence related to the contract shall be made by e-mail, letter or fax.
 - d. The official/legal address on which the official/legal correspondence would be exchanged between the two parties with respect to the contract as under: -
 - (1) Buyer's (NUTECH) Address :
 - (2) Seller's (firm) Address :
 - (3) Insurance Company (NICL or any other) Address
 - e. In case of change of any of the above address on the part of Buyer / Seller shall be notified immediately to the part by a registered letter through the fastest means indicating his new corresponding/legal address, otherwise all correspondence sent to his address stated in the contract will be considered as correctly directed.

f. **Corresponding Addresses**

Buyer:	National University of Technology, main IJP Road, Sector I-12, Islamabad. 051-5476768 ddprocurement@nutech.edu.pk
Seller:	Owner Name M/s XYZ (Local Partner)
Principal:	OEM Name & Address
Manufacturer:	OEM Name & Address
LC Opening Bank	Local Bank Name & Address
Corresponding Foreign/ Beneficiary's Bank	OEM Bank Details
Insurer's Address	NICL Building 63 Jinnah Avenue, Block L G 7/3, Blue Area, Islamabad. 051-9100334 abu.bakar@nicl.com.pk

SIGNATURE

BUYER

Signature _____

Designation _____

Name _____

SELLER

Signature _____

M/s _____

Designation _____

Name _____

CNIC _____

For and on behalf of NUTECH

NIC Front
NIC Back

LIST OF ANNEXES

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| 4. | Bank Guarantee | - | Annex-D |
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Annex 'B'INTEGRITY PACT

**DECLARATION OF FEES COMMISSION AND BROKERAGE ETC
PAYABLE BY THE SUPPLIERS OF GOODS SERVICES & WORKS CPT
CONTRACTS (WORTH Contract Amount)**

Contract No : _____

Dated : _____

Contract Value : _____

Contract Title : _____

M/s XYZ on behalf of OEM Name & Address against Contract No. _____ dated _____ hereby declare its intention not to obtain or induce the procurement of any contract right, interest, privilege or any other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the foregoing, **M/s XYZ on behalf of OEM Name & Address** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract right, interest, privilege or any other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

M/s XYZ on behalf of OEM Name & Address certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s XYZ on behalf of OEM Name & Address accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty, it agrees that any contract right, interest, privilege or other obligation or benefit obtained or procured as aforesaid

shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be void able at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard **M/s XYZ on behalf of OEM Name & Address** agrees to indemnify GDP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form GOP.

Local Agent

Principal

Seal & Signature

Seal & Signature

Annex 'C'

CERTIFICATE

(WHERE LOCAL AGENT INVOLVED)

It is certified that no person, **M/s XYZ** corporation, subsidiary or entity in Pakistan or elsewhere shall directly or indirectly receive any rebate, bonus, commission, gift or favour in cash or kind, other than the commission allowed **M/s XYZ** against contract no.

_____ In case it is discovered that the contents of this certificate have been infringed/violated by the supplier, the purchaser will have the right to cancel the contract and/or impose a penalty equal to 25% of the contract value.

Seller (Firm)

Agent

Name & CNIC

Seal & Signature

Principal

Seal & Signature

Annex 'D'

SPECIMEN FOR "ADVANCE PAYMENT BANK GUARANTEE"

Guarantee No: _____ Date _____ Amount: _____ Valid upto: _____

In Favour of:

National University of Technology (NUTECH), IJP Road, I-12, Islamabad

Subject: **Advance Payment Bank Guarantee**

Contract No: _____ DATED: _____

Dear Sir,

1. 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.
2. Bank & seller firm shall inform your office regarding termination of the validity of this bank Guarantee one clear month before the actual expiry date of this Bank Guarantee.
3. 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.
4. 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.
5. 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:

BANK GUARANTEE AGAINST
"SPECIMEN FOR PERFORMANCE/WARRANTY
GUARANTEE"

Guarantee No: _____ Date _____ Amount: _____ Valid upto: _____

In Favour of:

National University of Technology (NUTECH), IJP Road, I-12, Islamabad

Subject: **In compliance with terms of Performance/Warranty Guarantee Bank Guarantee**

Contract No: _____ dated _____

Dear Sir,

1. Whereas your good-self have entered into Contract No: _____ dated _____ with M/s [Firm Name] Located at [Firm Address], Herein after referred to as our customer and that one of the conditions of the Contract is submission of Bank Guarantee by our customer to your good-self for a sum of [Amount].
2. Incompliance with this stipulation of subj contract, we hereby agree and undertake as under:-
 - a. To pay to you unconditionally on demand and / or without any reference to our Customer an amount not exceeding the sum of [Amount] as would be mentioned in your written Demand Notice.
 - b. To keep this Guarantee in force till [Validity Date].
 - c. That the validity of this Bank guarantee shall be kept two clear year ahead of the original / extended delivery period or the warrantee of the stores which so ever is later in duration on receipt of information from your office. Our liability under this Bank Guarantee shall cease on the closing of banking hours on the last date of validity of this Bank Guarantee. Claim received there after shall not been entertained by us whether you suffer a loss or not. On receipt of payment under this Guarantee, this

documents i.e., Bank Guarantee must be clearly cancelled, discharged and returned to us.

d That we shall inform your office regarding termination of the validity of this bank Guarantee on clear month before the actual expiry date of this Bank Guarantee.

e That with the consent of our customer you may amend / alter any term / cause of the contractor add / delete any term / clause to / from this contract without making any reference to us. We do not reserve any right to receive any such amendment / alternation or addition / deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only [Amount].

f That the bank guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer / Supplier or Vendor.

g That this is an unconditional Bank guarantee, which shall be cashed on sight on presentation without any reference to our Customer / Supplier or Vendor.

Signature_____

Name_____

Desig_____

Bank

Stamp_____

Note: No changes in the above given BG format shall be accepted

Annex 'E'

"MANUFACTURER'S WARRANTY CERTIFICATE"

Contract No: _____

Dated: _____

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

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.

1. 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.

2. The Warranty shall remain valid for a period of _____ from the date of final acceptance of the Stores.

Signature & Stamp _____

Name & CNIC _____

Designation: _____

Date: _____

Annex 'F'**SUMMARY FOR OPENING OF LETTER OF CREDIT**

National University of
Technology (NUTECH)
IJP Road, Sector I-12
Islamabad
Telephone : 051-5476768

State Bank of Pakistan
Rawalpindi Cantt

List of details

1. Name and address of Manufacturer including Telephone & email address	OEM & Address
2. Beneficiary Bank Details	OEM Bank Details
3. Name and address of the local agent including Telephone & email	<u>M/s XYZ</u>
4. LC Value	_____
5. Terms of LC	Irrevocable/Non Transferable and Not Confirmed
6. Partial Shipment & Transshipment	Not Allowed
7. Description of Store	Page 2 (Annex-A) of the contract no _____ dated _____ Schedule of store is attached. LC being an integral part of this contract
8. Country of Origin	_____
9. Port of Shipment	Any Sea Port / Airport
10. Port of Destination	Karachi / Islamabad
11. Mode of Shipment	By Streamer/Air/Post Parcel by /Air Lines or Foreign vessel /Air
12. Consignee and his address	NUTECH Islamabad

13. Terms of Payment	80% (Eighty Percent) of LC Value to be released on submission of following document:- a. Supplier commercial invoice. b. Airway bill/negotiable bill of lading in original. c. Manufacturer Inspection certificate in original/COC.
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	<p>d. Certificate of warranty Annex-E in original</p> <p>e. Declaration certification by the foreign principal the following documents have been dispatched to the LC Opening Bank with copy to NUTECH, through some Courier Service for custom clearance.</p> <p>(1) Bill of lading /Airway Bill, (in original)</p> <p>(2) Invoice (in original).</p> <p>f. Shipper shall provide the certificate that the store has been actually shipped as per proforma invoice provided by the Principal/OEM.</p> <p>g. Certificate of Conformance (COC)</p> <p>h. Packing list.</p>
	<p><u>Balance 20% Payment</u> To be released on provision of Installation, Commissioning, CRV Inspection Note & User Satisfaction Report by NUTECH after receipt of store and Liquidated damages (LD) if any will be deducted from 20% payment.</p>
14. Shipment Date	As per schedule
15. Negotiation Date	60 Days after expiry of delivery period
16. Payment of LC Opening Charges	To be paid by Beneficiary in Foreign Countries and by NUTECH in Pakistan
17. Additional Confirmation	N/A
18. Insurance	As per clause 14
19. Bank Guarantee/Performance Bond	5%
20. Special Condition (If any)	"As per Annex-H"

Seller's Signatures

Buyer's Signatures

PROPRIETOR CERTIFICATE

It is to certify that: -

a. I, the undersigned, am the Managing Partner / Proprietor of **M/s XYZ**

b. I, the undersigned, am an authorized signatories list, of **M/s XYZ**

My name exists in the authorized signatories list, registered with National University of Technology, Islamabad. I confirm that Proprietor of the firm is alive as of today and has empowered me to sign the contract no _____.

Signature of Managing Partner/Authorized signatory

Name: _____

Stamp: _____

Date: _____

Annex-HSpecial Conditions / Instructions

Description
<p>Environment Conditions</p> <ul style="list-style-type: none"> (a) Temperature range: 05°C to +40°C (b) Relative humidity: 0-70% non-condensing
<p>Warranty period As per IT clause 13.</p>
<p>Training Notes Supplier will provide a set of handouts for training on operation and maintenance of the equipment</p>
<p>Publications Supplier is to provide hard and soft copies (CD) of following manuals.</p> <ul style="list-style-type: none"> (a) Operational / Maintenance manual: - Qty 01 with Equipment and additional Qty 02 for record purposes and should consist of following sections:- <ul style="list-style-type: none"> (1)Equipment Description /Operation:- <ul style="list-style-type: none"> (a)Specifications (b)Description (c)Operation (2)Servicing:- <ul style="list-style-type: none"> (a)Maintenance Schedule <ul style="list-style-type: none"> (b)Adjustment / test (c)Removal / Installation procedure <ul style="list-style-type: none"> (d)Tools Required (3) Trouble shooting guide (4) Cleaning requirements (b) 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. (d) Recorded video lectures of the equipment explaining use / functions / maximum possible experiments.
<p>Spares / Technical Support</p> <ul style="list-style-type: none"> (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 years after commissioning
<p>Additional Spare / Replaceable parts.</p> <ul style="list-style-type: none"> (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.

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).
- (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 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.