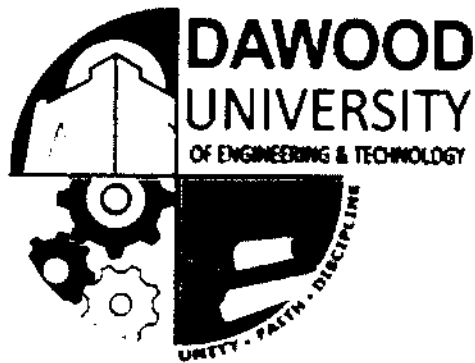


ISSUED ON: _____

ISSUED TO: _____

**DAWOOD UNIVERSITY OF ENGINEERING, &
TECHNOLOGY (DUET), KARACHI**



TENDER DOCUMENTS

**Supply of
Branded Computer Systems,
HP / Dell or Equivalent**

INSTRUCTIONS FOR BIDDERS
&
TERMS AND CONDITIONS

TERMS & CONDITIONS

1. BIDS:

Rates shall be for the supply of material described in the Bill of Quantities at DUET Karachi, meeting the following conditions;

- 1.1 Bids should remain valid for 90 days from the date of the opening of tenders.
- 1.2 Telephone/telex/fax/telegraphic tenders shall not be entertained.
- 1.3 Bidders must have an office and workshop / service center facilities preferably in Karachi failing which their offer will not be considered.
- 1.4 After opening of tenders no change is allowed to be made in the tender documents.
- 1.5 All taxes (if any) including GST should be included in the quoted price of equipment/items.
- 1.6 No advance payment shall be made against the purchase order.
- 1.7 All the information provided in the bid should also be adequately supported by relevant documents and technical brochures. Bidders may attach documents highlighting the competitive edge and unique features of their proposals.
- 1.8 Incomplete tenders will not be acceptable.
- 1.9 The DUET Authority reserves the right to accept or reject any or all the bids or increase or decrease the quantity of equipment/items subject to relevant provision of SPPRA Rules 2010.
- 1.10 In case of agents bidding for the tender, they must enclose original Proforma Invoice/Fax copy/Quotation from their Principals failing which their offers may be ignored.
- 1.11 The agent must **submit following documents along** with their offer failing which their offer will be rejected.
 - 1.11.1 Manufacturer Authorization Certificate.
 - 1.11.2 List of Technical/Engineering Staff preferably stationed in Karachi.
 - 1.11.3 List of clients in Pakistan for a similar work / supply.

1.11.4 *The bidder has to provide certificate that all equipment/items are new and up to the required standard.*

1.11.5 Non-Black List Affidavit / Certificate (confirming that bidder has never been black listed from any Government/Semi Government organization).

2. **BID SECURITY**

The bidder should submit their bid along with a Pay Order/Demand Draft i.e. 2% of the Tender Cost as Earnest Money in the name of Acting Treasurer, Dawood University Of Engineering & Technology (DUET), Karachi

3. **PERFORMANCE BOND**

3.1 Performance guarantee equal to 10% of the price of the work order shall be furnished within 14 days of issuance of letter of Intent or Purchase Order as per **Annexure-B** and shall remain in force for 12 months.

3.2 Local agents of the Foreign Principals will be responsible for installation and satisfactory operation of equipment/items on their behalf.

4. **INSURANCE**

Offer should be exclusive of Insurance Charges.

5. **ALTERNATIVE PROPOSALS**

If any bidder submits alternative proposal (s), complete information on alternative equipment/items should be submitted on separate Bidding Documents along with Bid security.

6. **COUNTRY OF ORIGIN**

The Bidder shall clearly state the country of origin of stores offered in the tender, failing of which may lead non-acceptance of the bids.

7. **VALIDITY OF PRICES**

The prices quoted should be valid for a period of at least 90 days from the date fixed for opening of tenders.

8. PACKING AND MARKING

The packing of the equipment/items shall be usual export packing to ensure safe and sound delivery of goods to the destination i.e., The DUET Karachi. Each packing shall be clearly and legibly marked in English as directed stores in a similar manner as communicated in the letter of intent / Purchase Order.

9. SIGNING OF THE AGREEMENT

Within 4 days of the issuance of the letter of intent / Purchase Order the successful bidder will be required to sign a Contract Agreement (duly affixed by stamp duty) with the purchaser (i.e., The DUET Karachi) for the supply of such quantity in whole or in part of the tendered stores as clarified in the letter of intent / Purchase Order.

10. ON-ARRIVAL INSPECTION & TAKING OVER

10.1 ON-ARRIVAL INSPECTION (Where applicable)

There shall be inspection by the representative of the Purchaser on arrival of stores at consignees end in presence of representative(s) of the Contractor Local Agent if any and the Insurance Company. The report of inspection which inter-alia should indicate the conditions in which each unit of package has been received will be signed by the above-mentioned representatives.

10.2 TAKING OVER (Where applicable)

Upon receipt of the equipment/items in the Warehouse of Purchaser and after final inspection by inspection agency (or agencies) nominated by the Purchaser, the Purchaser will issue a taking over certificate in which he shall certify the date on which the equipment/items have been so accepted. The taking over of damaged equipment/items during the transportation shall be withheld until it has been completely repaired/replaced and checked.

11. WARRANTY

11.1 The contractor shall issue warranty to the effect that the stores shall be fit for the particular purposes and operations.

11.2 The contractor shall guarantee supply of good quality stores in accordance with the required specifications and that stores shall be brand new and absolutely free from all

defects. In case of defect the stores or the necessary components shall be replaced by the contractor free of cost up to the Purchaser's premises within a reasonable time.

- 11.3 Warranty period shall be minimum **ONE Year** or **as per Manufacturer Standard Warranty**, whichever is higher.

12. BREACH OF CONTRACT

In case of breach of contract, the damages suffered by the Purchaser shall be recovered to the full extent from the Contractor's Performance Bond.

13. DEFAULT-LIABILITY OF CONTRACTOR

- 13.1 The purchaser may upon written notice of default to the Contractor terminate the contract in circumstances detailed hereunder.

13.1.1 If in the judgment of the purchaser the contractor fails to make delivery of equipment/items within the time specified in the Contract Agreement or within the period for which the purchaser has granted extension to the contract.

13.1.2 If in judgment of the Purchaser, the Contractor fails to comply with any of the other provisions of this contract.

13.2 In the event the Purchaser terminates the contract in whole or in part, the Purchaser reserves the right to purchase upon such equipment/items and in such a manner, as he may deem appropriate. Equipment/items similar to the one terminated and the Contractor will be liable to the Purchaser for liquidated damages for delay until such reasonable time as may be required for the final supply of equipment/items.

REJECTION

In the event any portion of the stores supplied by the contractor is found to be defective in material or workmanship or otherwise not in conformity with the requirements of the contract the Purchaser shall have the right either to reject or request in writing for rectification of the stores, then the Contractor shall with utmost diligence and at his own expense correct the same or replace the defective stores. If the Contractor fails to do so, the Purchaser either:

- (i) Opt to replace or rectify such defective stores and charge to the Contractor the excess cost occasioned to the Purchaser plus (15%) fifteen percent.

- (ii) In the event the Contractor is not able to rectify or replace the rejected stores within reasonable time, the Purchaser reserves the right to acquire the said stores at a reduced price considered equitable under the circumstances. Nothing in the clause shall affect any claim by the Purchaser under any clause of the Terms & Conditions.

15. DELAY IN DELIVERY- LIQUIDATED DAMAGES

- 15.1 If the Contractor fails to deliver the equipment/items with the time laid down in the Contract Agreement or any extension thereof, there shall be a deduction from the Contract Price, as liquidated damages, a sum of 2% of total value per month or a part of the month contract price of each unit of the undelivered stores for each calendar month of delay. Total liquidated damages payable to the Purchaser shall not in any case exceed by five percent (5%) of the Contract Price of the unit or units so delayed and such deduction shall be in full satisfaction of the Contractor's liability for the said failure. The amount will be recovered from the Local Agent's Commission/Performance Bond.

- Should the progress of the contract at any time be lagging behind the programme agreed between the Purchaser and the Contractor, the Purchaser shall notify the Contractor in writing and the Contractor shall thereupon take such steps as he deems fit to expedite the progress of the Contract.

16. PERIOD OF GUARANTEE

- 16.1 The term period of Guarantee shall mean the period of twelve (12) months or as per manufacturer standard warranty (as per clause 11.3), from the date on which the equipment/items have been put into operation.
- 16.2 During the period of guarantee the Contractor shall remedy all defects in design materials and workmanship that may develop under normal use of the said stores upon written notice from the Purchaser who shall indicate in what respect the equipment/items is faulty.
- 16.3 The provisions of this clause included all the expenses that the Contractor may have to incur for delivery of such replacement parts, material of equipment/items up to Purchaser's premises.
- 16.4 Item should be added and read as follows" In case of any differences of Guarantee period , the decision of the Procurement agency shall be FINAL and BINDING

17. ACCEPTANCE TERMS

The submission of the tender against the tender inquiry by the Bidder means that the Bidder has read and accepted the terms and conditions relating to all the tender document and annexure(s) and has thoroughly examined the specifications and particulars in the tender inquiry.

18. DISQUALIFICATIONS

Offers are liable to be rejected if, there is any deviation from instructions as laid down in the bid document i.e.

- 18.1 Technical details/brochures and literature pertaining to the offered equipment/items are not attached.
- 18.2 Tenders are submitted without the required earnest money.
- 18.3 Offers are received after specified date and time.
- 18.4 Specification and other requirements are not properly adhered to or manufacturer's brochures show specifications different from those given in the proposal.
- 18.5 Authorized dealership certificate from the principal is not attached.
- 18.6 GST/NTN certificate is not attached.
- 18.7 If Any other major discrepancy found in the proposal.

19. PAYMENT

- 19.1 Payment shall only be released only after satisfactory commissioning and installation of all Software and drivers and after a SATISFACTORY REPORT to be issued by the DUET Authorized representative/Procurement Committee. No part payment will be allowed

Contract Agreement

THIS CONTRACT is made at _____ on _____ day of _____ 2014. Between the DUET Karachi (hereinafter called the "Purchaser") of the First Part and M/s a firm registered under the laws of Pakistan and having its registered office at (Hereinafter called the "Supplier") of the Second Part.

WHEREAS the Purchaser invited bids for procurement of equipment/items, in pursuance whereof M/s being the supplier/ manufacturer/ authorized Agent of (Item name) in Pakistan and ancillary services offered to supply the required item (s); and

Whereas the Purchaser has accepted the bid by the Supplier for the supply of(item name) and services in the sum of Rs.....(amount)- (Rupees.....) cost per unit, the total amount of(quantity of item).....(item name) shall be Rs.....(amount)- (Rupees.....)

NOW THIS CONTRACT WITNESS AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of Tender Form and this Agreement.
2. The following documents form and be read and construed as integral part of this Contract, viz:
 - a) the Tender Form and the Price Schedule submitted by the Bidder,
 - b) the Schedule of Requirements;
 - c) the Technical Specifications;
 - d) the Terms and Conditions of Contract;
 - e) the Purchaser's Notification of Award (Supply order).
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide Equipment/Items and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Equipment/Items and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

5. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at the place and shall enter into force on the day and year first above mentioned.

**Signed/ Sealed by the
Supplier/ authorized Agent**

☺

1. _____

2. _____

Signed/ Sealed by Purchaser

1. _____

2. _____

☺

WARRANTY / GUARANTEE CERTIFICATE

Firm's Name _____

Contract No. _____

1. I/We hereby guarantee that the equipment/items supplied against the above contract are in accordance with the relevant specifications and terms of the contract and that material used. Whether or not of our manufacture are in accordance with the latest approved standard specifications are of good workmanship/quality throughout, and that we shall replace free of cost, every article or part thereof which before use or in use, shall be defective or not within the limits and tolerance of specifications requirements, or in any way not in accordance within the terms of the contract.
2. In case of our failure to replace the defective stores free of cost within the period specified by the purchaser, we will refund the cost involved.
3. The Warranty/Guarantee will remain valid for 12 months after receipt of stores by the consignee/installation of Equipment/Items.

Signature : _____

Name : _____

Status in the firm : _____

Dated : _____

FORM OF TENDER

Contractor/Manufacturer/Supplier

Telegraphic Address : _____
Telephone Number : _____
Fax Number : _____

To,
The Acting Treasurer,
DUET, Karach .

Dear Sir,

In response to your invitation to Tender No. _____ dated _____ I/We hereby submit my/our tender in duplicate for the supply of Equipment/Items as per details given in the schedule hereto duly signed by us or such portion thereof as you may specify in acceptance of tender at the prices given in the said schedule and agree to hold this offer open till _____.

I/We shall be bound by a communication of acceptance dispatch within the prescribed time.
I/We have understood the Terms and conditions of Invitation to Tender and have thoroughly examined the specifications quoted in the schedule hereto and am/are fully aware of nature of Equipment/Items required and my/our tender is to supply Equipment/Items strictly in accordance with the requirements.

The Tender particulars have been furnished and signed.

Yours Faithfully

Dated: _____

Address: _____

CONTRACT PERFORMANCE BOND

(This Bond must be from Scheduled Bank executed on a Stamp Paper)

Known all men by these present, we, _____ AND
 _____ address or legal title of Contractor (here insert the legal
 title of _____ are jointly and severally bound to the surety).

Dawood University Of Engineering & Technology (DUET), Karachi including its successor in
 office and Assignees acting through the Vice Chancellor, (herein after called the "Purchaser")
 in the sum of Rs. _____ (Rupees
 _____) to be paid to the Purchaser for which payment
 we jointly and severally bind ourselves and our successors, assignees and legal
 representatives.

Signature _____
 Signature _____

Dated _____

The above _____ have tendered to
 the Purchaser for the supply of Equipment/Items for the Dawood University of Engineering &
 Technology (DUET), Karachi and this tender in part has been accepted.

NOW THE CONDITION OF THIS BOND IS

1. That the said _____ shall supply the Equipment/Items on
 C&F Karachi basis to the Purchaser strictly in accordance with the terms and conditions
 on which the Contract has been awarded to them and shall complete the supply in
 terms of the contract.
2. AND, if the said _____ do
 not comply with the supply of Equipment/Items within the stipulated period, or such
 extended period as may be allowed to them by the purchaser, or only partly supply, or
 do not commence the supply, or commit a breach or failure in the performance or any
 part of the Contract, the said Bond shall come into force.

AND, if the said _____ should execute the contract in terms of the
 conditions of the Contract and hand-over the work to the Purchaser, his obligation shall
 be void.

Signature _____ Signature _____

Dated _____

Bill of Quantities

BILL OF QUANTITIES

Description of Equipment/Items

Computing Laboratory (CIRCLE)

Rates should be quoted by dealers of the branded computer systems (PCs) with the following specifications

S. #	Description	Quantity	Unit Cost (Rs.)	Total Cost (Rs.)
1.	<u>System :HP/Dell or Equivalent</u> : Processor – Quad-Core 3.20 GHz+ (Core i5 4 th generation), 6M Cache RAM - 4 GB, DDR3 SDRAM-Non-ECC Hard Drive - 500 GB (7200 RPM or more) Casing – Mini Tower Graphics Card - any with DVI support - cesktop only Monitor - 19" widescreen LED Operating System - Windows 8 Optical Drive – Super Multi DVD writer I/O ports – 4 External USB 3.0 ports, 2 Internal USB 2.0 ports and other standard ports Mouse – USB Optical Mouse Keyboard – USB keyboard Warranty - 3 years	150		

NOTE The supplier is expected to provide guarantee/warranty for availability of all consumables and must include cost of servicing for the first year. Please include calculation sheet and all technical literature to support and describe your product with the details of the guarantee/warranty provided for the product.