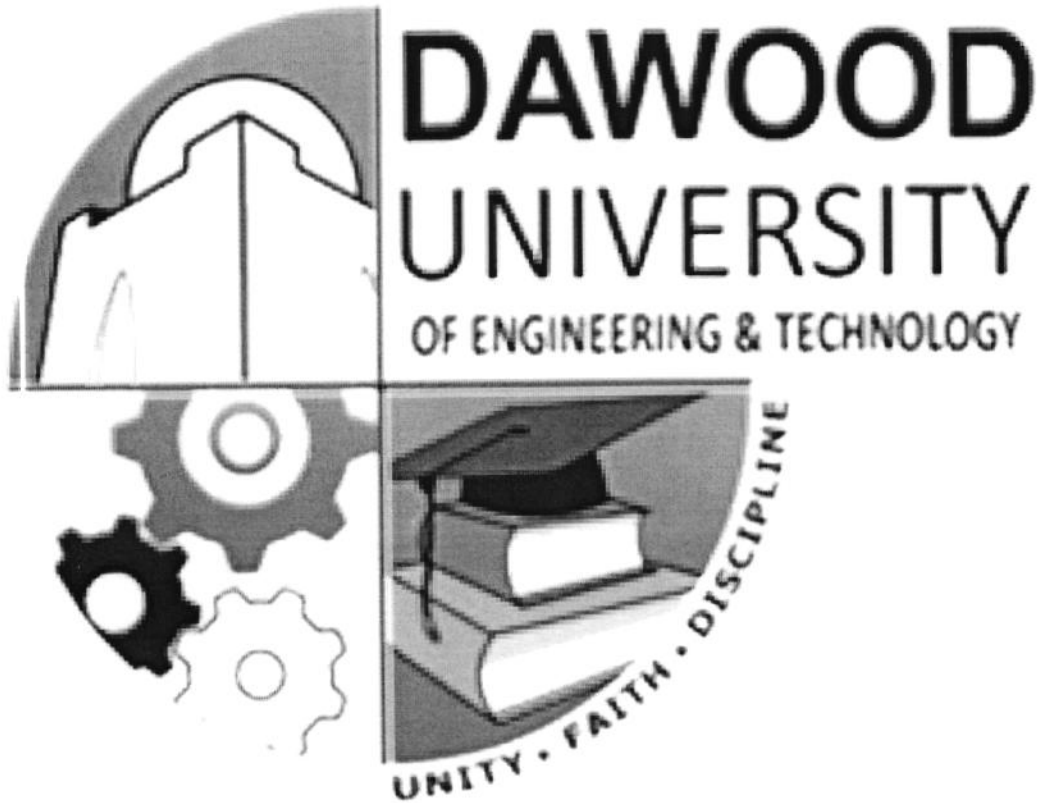


ISSUED TO: _____

ISSUED ON: _____



TENDER DOCUMENTS

**DEDICATED BUS SERVICE FOR DUET
STUDENTS**

INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS

Terms & Conditions:

1. **BIDS:**
Rates shall be for the supply of material described in the Schedule of Requirements / 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 applicable 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 BUSES 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. 5% of the Tender Cost as Earnest Money in the name of Director Finance, Dawood University Of Engineering & Technology (DUET), Karachi and valid for thirty (30) days beyond the validity of the bid.

2.1 The successful Bidder's bid security will be discharged upon the Bidder signing the contract and furnishing the performance security/Bond.

2.2 The bid security may be forfeited;

(a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form & as per terms & conditions clause 2.

(b) In the case of a successful Bidder, if the Bidder fails:
(i) to sign the contract
(ii) to furnish performance security

A bid valid for a shorter period (period specified in clause 2.) shall be rejected by the Procuring agency as nonresponsive

3. PERFORMANCE SECURITY/ BOND

3.1 Performance guarantee equal to 10% of the price of the work order shall be furnished within 07 days of issuance of letter of Intent or Purchase Order/Supply Order as per **Annexure-B OR in the form of Pay Order/ Demand Draft** which 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 (N/A)**

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 07 days of the issuance of the Award of Contract / Purchase Order the successful bidder will be required to sign a Contract Agreement (duly affixed by stamp duty @ 0.3%) 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. 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.

12. DEFAULT-LIABILITY OF CONTRACTOR

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

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

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

12.2 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.

13. 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 (where applicable)

15.1 If the Contractor fails to deliver the Services/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 01 % of total value per day 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 Ten percent (10%) of the Contract Price of the unit or units so delayed and such deduction shall be in full satisfaction of the Contractor's liability

for the said failure. The amount will be recovered from the Local Agent's Commission/Performance Bond.

- 15.2 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 (Where applicable)

- 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/Services 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 as per the requirement of Procuring Agency.

- 18.5 Authorized dealership certificate from the principal is not attached (where applicable).
- 18.6 **GST/NTN/SRB (whatever applicable)** certificate is not attached.
- 18.7 If any other major discrepancy found in the proposal.
- 18.8 Fitness Certificate from Transport Department, Government of Sindh.

19. PAYMENT

Payment shall be made in Pak. Rupees in the following manner:

19.1 Payment shall be released only on complete delivery of services as per contract / store within forty (45) days on submission of claim/invoice supported by acceptance certificate from Procuring Agency / DUET Authorized representative / Head of the Department Concerned / Procurement Committee declaring that required services have been delivered and that all contracted services have been performed.

19.2 No part payment will be allowed.

19.3 No advance payment will be allowed.

No. DUET/DF/PO/2014-15/DBS/98

TENDER NOTICE FOR DEDICATED BUS SERVICE

Sealed bids are invited from well reputed firms/contractors/service provider to provide safe, secure, efficient & comfortable Bus Service on rental basis for at least a period of one year (12 Months/ extendable One Year) to the students of Dawood University of Engineering & Technology, Karachi with 5% bid security in the shape of pay order / bank draft in the name of Director Finance, DUET, Karachi.

Eligibility: Income Tax, GST & SRB Registered Firms Only

Method of Procurement: Single Stage – Two Envelop Procedure for selection of firm accordance with section 46(2) of SPPRA Rules 2010, single package containing two separate envelopes each envelope should be clearly marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL".

Bidding / Tender Documents:

Tender Documents with detailed information can be obtained from the office of the undersigned during office hours against the paid challan /pay order / bank draft of **Rs. 500/- (Non-Refundable)** in favour of Director Finance, DUET, Karachi. The Tender Document can also be downloaded from the University website (www.duet.edu.pk) and the SPPRA website (www.pprasindh.gov.pk)

Date of Issuance: Tender Documents will be issued from 18-08-2015 to 01-09-2015 (12:00 noon)

Date/Time of submission: 01-09-2015 (1:00 pm)

Date/Time of Opening: 01-09-2015 (02:00 pm)

In case of any Holiday or unforeseen situation or incident, the bids shall be issued, submitted & opened on the next working day as per schedule. Place of issuance, submission, inquiries and opening will be at Directorate of Finance, Dawood University of Engineering & Technology, Karachi.

Terms & Conditions:

1. Under following conditions Bid will be rejected:
 - i. Conditional and telegraphic bids/tenders
 - ii. Bids not accompanied by bid security & tender fee as mentioned above
 - iii. Bids received after specified date and time
 - iv. Affidavit on Stamp paper of Rs. 100/- that firm has not been black listed in any Government Organization is not provided.
2. The Tender shall be evaluated by Committee as per terms & Conditions envisaged in tender documents.

Procuring agency reserves the right to reject all or any bids subject to the relevant provision of Sindh Public Procurements Rules 2010(Amended 2013)

**Director Services
DUET, KARACHI**

CONTRACT AGREEMENT

THIS CONTRACT is made at _____ on _____ day of _____ 2015
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 Purchaser.

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) with in (delivery time)
after receipt of letter of Intent/Award of Contract/Supply Order 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.....) and shall be delivered with-in 45 days after
receipt of letter of Intent/Award of Contract/Supply Order.

NOW THIS AGREEMENT WITNESS AS FOLLOW

1. That the Supplier has agreed to provide 07 Nos of buses to the Purchaser for operation to provide pick and drop facility to the DUET Students along with specified points.
2. The monthly rental charges will include HSD cost (Diesel Cost), vehicle cost, depreciation driver and cleaner salaries, maintenance cost, and other miscellaneous expenses like Income Tax and other Govt. applicable Taxes, if any levied by the Government and other incidental cost.
3. Each bus will reach and leave the specified point on the timing to be given by the Transport Departments, DUET, Karachi. The timing indicated in the services plan is tentative and subject to revision as and when directed. Each bus will have on assigned passenger's carrying capacity (60-65 seating Capacity + 38 stander)

4. In the event of any breakdown or absence of a bus, substitute bus shall be provided by the Contractor / Transporter at his own expenses. In case of failure to provide a substitute bus accepting force majeure penalty at the rate of Rs. _____ (Rupees _____) per bus per day being rent will payable by a "Contractor" the Supplier.
5. The Contractor shall be responsible for payment of fitness, token tax and total tax other taxes / charges payable under any law other ancillary expenses involved in the proper running of the vehicles.
6. In the event of any accident, the Supplier shall be responsible for payment of compensation for any loss of injury for damage causes to any person or property in accordance with the government rules.
7. On the placement of the amount of hire charges at the disposal of DUET on monthly basis on presentation of the Supplier's bill as soon as possible.
8. The Purchaser will communicate detail of the amount deducted with reason thereof from the bill claimed against 07 point buses.
9. The validity of the Contract is for the period of _ calendar _____ months commencing from _____ and the same can be extended by mutual consent for such further period(s) as the Party agreed.
10. The all 07 buses must display in front of buses specified the route words.
11. That the pay orders of Rs. _____ equivalent to 05% of the total amount has already been deposited which will be returned after successful completion of the contract period
12. That the Supplier shall detail a supervisor who remain available in Transport Department for liaison and coordination for which he will be provided office by the Purchaser.
13. The defects when found and pointed out by Purchaser will be rectified within such reasonable time as may be indicated by the Purchaser for the same by Supplier with any bargaining.
14. **THE SUPPLIER SHALL UNDERTAKE THAT**
 - i. No other passengers will be allowed to travel during the exclusive service for DUET Students.
 - ii. The vehicles shall not be over loaded or parked of prohibited and unscheduled places/areas.

- iii. That the buses will strictly follow & observe all traffic rules, signals, Highway Code etc. in vogue in Karachi. Driver will be in possession of all original documents including (HTV) driving license etc.
 - iv. The vehicles will be kept clean and in good running condition and he will be bound to park the vehicle 02 hours before departure.
 - v. No tape recorder, radio, television or any sort of music shall be played / allowed and smoking shall be strictly prohibited in the vehicles.
 - vi. The drivers and the conductors of the vehicles shall behave courteously with the Students (Passengers).
 - vii. The Supplier shall not make any replacement of the vehicles, if so required without prior written permission of the Contractor (Purchaser). In case of urgency the Supplier will inform such act immediately in written to the Purchaser.
 - viii. Any other directions if issued by the DUET from time to time to regulate playing of the vehicles shall be strictly complied with the Transporter / Contractor.
15. This agreement may be cancelled by either party by giving one month prior notice in writing with stating the reason therein. However, in case the Supplier fails to give one month notice in writing to the Contractor regarding withdrawal of his vehicles, the contractor shall have the right to confiscate the performance security of the Supplier Transporter.
- 16.
- i. In the event of any dispute and difference arising between the parties the matter shall be referred to the Vice Chancellor, DUET who shall be final and binding upon the parties and shall not be challenged in any Court of Law.
 - ii. During the despite the service shall be provided by the Supplier, during agreement period on paying the service charges as per agreed rate by the Purchaser.

(SUPPLIER - TRANSPORTER)

(PROCURING AGENCY- DUET)

WITNESSES

(Supplier's Witness No. 1)

(Purchaser's Witness No.

1)

(Supplier's Witness No. 2)

(Purchaser's Witness No.

2)

WARRANTY / GUARANTEE CERTIFICATE (Where applicable)

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 Director Finance,
DUET, Karachi.

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 _____

***Schedule of Requirements /
Bill of Quantities***

Description	QTY	Daily Rent (In Rs.)	Total Amount (In Rs.)	Seating Capacity
Route No. 01				
Sohrab Goth - University (Morning) University - Sohrab Goth (Evening) Moti Mahal, Riaz Autos, Sagheer Centre, Sohrab Goth, Al-Asif Square, 4-L Stop, Shahid Plaza, Abbas Town, Paradise Bakery, Mubina Town, Maskan, Samama, Safari Park, NIPA, Urdu College, Hasan Square, Jinnah Campus	01			60-65
Route No. 02				
Sachal Goth - University (Morning) University - Sachal Goth (Evening) Sachal Goth, Marora, Safora Goth, Johar Complex, Bhitaiabad, Kamran Chowrangi, Rabia City, Johar Chowrangi, Johar Mor, Aladdin Park, NIPA, Jinnah Campus	01			60-65
Route No. 03				
Korangi Hospital Chowrangi - University (Morning) University - Korangi Hospital Chowrangi (Evening) Hospital Chowrangi, Dawood Chowrangi, Babar Market, Korangi No. 5, Korangi No. 2½ Crossing, Qayoomabad, Akhtar Colony, F-10, Allahwali Chowrangi, Jinnah Campus	01			60-65
Route No. 04				
Gulshan-e-Hadeed - University (Morning) University - Gulshan-e-Hadeed (Evening) Gulshan-e-Hadeed, Double Road, Deshi Chowk, Steel Town, Rizzaqabad, Manzil Pump, Murghi Khana, PAF, Baloch Colony, Bahadurabad, Jail Chowrangi, Jinnah Campus	01			60-65

Route No. 05				
4-K Bus Stop Sirjani - University (Morning) University - 4-K Bus Stop Sirjani (Evening)				
Sirjani, Power House, Nagan Chowrangi, Sakhi Hasan, Qalandria Chowk, Water Pump, Ayesha Manzil, Karimabad, Liaquatabad No. 10, Ghribabad, Hasan Square, Jinnah Campus	01			60-65
Route No. 06				
Navel Colony - University (Morning) University - Navel Colony (Evening)				
Navel Colony, Mawach Goth, Rasheedabad, Zia Mor, Metrovile, Orangi No. 5, Metro Cinema, Bacha Khan Chowk, Abdullah College, Kati Pahari, 5 Star, Haidery, Board Office, Nazimabad No. 6, Golimar, Lasbela, Jinnah Campus	01			60-65
Route No. 07				
Khokharapar - University (Morning) University - Khokharapar (Evening)				
Khokharapar, Malir-15, Natha Khan Goth, Dalmia, New Town, Jinnah Campus	01			60-65

NOTE: All expenses i.e. wear tear, diesel etc. must be included in the rate daily rent/ per day / per trip of Per Bus. Other miscellaneous expenses like Income Tax and other Govt. applicable Taxes, if any levied by the Government and other incidental cost.

TECHNICAL EVALUATION FOR DEDICATED BUS SERVICE (Yes / No Basis)

Sr. No.	Evaluation Criteria	Remarks
1	The bidders should have at least 05 years successful experience of same services of any University	
2	List of similar services provided to Universities including details of the services currently in operation with Certificate of Satisfactory from that Organization.	
3	Last three years audited financial statements	
4	Bank Statement Last 03 Years	
5	Last 03 Years Turn Over at least 10 million or above	
6	Details of Drivers to be assigned for Buses with Valid Driving License HTV with experience at least 05 years. Experience Certificates of Drivers is required.	
7	Fitness Certificate from Transport Department Government of Sindh.	