

**DATE OF ISSUANCE:**

---

**NAME OF COMPANY/ISSUED TO:**

---

**DAWOOD UNIVERSITY OF ENGINEERING &  
TECHNOLOGY (DUET), KARACHI  
NEW M.A JINNAH ROAD, KARACHI**



**TENDER DOCUMENTS**

---

**PRINTING OF PROSPECTUS, ADMISSION FORMS AND  
ENVELOPES FOR UPCOMING NEW ACADEMIC SESSION /  
BATCH 2015-16**

# **INSTRUCTIONS FOR BIDDERS**

## **TERMS AND 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 failing which their offer will not be considered.
- 1.2 Telephone/telex/fax/telegraphic tenders shall not be entertained.
- 1.3 Bidders must have an office, workshop and service center facilities at 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.
- 1.6 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.
- 1.7 Incomplete tenders will not be acceptable.
- 1.8 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.
- 1.9 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.
- 1.10 **The agent must submit following documents along with their offer failing which their offer will be rejected:**
  - 1.10.1 Manufacturer Authorization Certificate if SUB CONTRACTOR /SUPPLIER.
  - 1.10.2 List of Technical/Engineering Staff preferably stationed in Karachi.
  - 1.10.3 List of Similar Services Provided to public sector along with satisfactory report
  - 1.10.4 List of clients in Pakistan for a similar work / supply.
  - 1.10.5 *The bidder has to provide certificate that all material/equipment/items/software are as per required standard & at Latest version and as per specification provided by Procuring Agency.*
  - 1.10.6 Non-Black List Affidavit / Undertaking (confirming that bidder has never been black listed from any Government/Semi Government organization).
  - 1.10.7 Bidder should propose all equipment strictly compliant with technical specification; no optional item/material will be accepted.
  - 1.10.8 Each and Every Page must be signed & stamped by the bidder.
  - 1.10.9 Form of Tender must be filled properly by the Bidder **(Annexure A)**

## **2. BID SECURITY**

The bidder should submit their bid along with a Pay Order/Demand Draft i.e. 4% of the Tender Cost as Earnest Money in the name of Director Finance, Dawood University Of Engineering & Technology (DUET), Karachi and valid for 28 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/Form of Bid (Annexure A) & as per clause 2.

(b) In the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract

(ii) to furnish performance security

2.3 A bid valid for a shorter period (as per terms & conditions clause 2.) shall be rejected by the Procuring agency as nonresponsive

2.4 Bid Security shall be release to the unsuccessful bidder once the contract has been signed with the successful bidder or validity period has expired as per SPP Rules 2010 (amended in 2013) of rule 37 (1) & 37 (2).

## **3. PERFORMANCE SECURITY**

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/Bank Guarantee.**

3.2 Validity of Performance Security: At Least Ninety Days beyond the date of completion of contract to cover defects liability period of maintenance period

## **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/software should be submitted on separate Bidding Documents along with separate Bid security.

## **6. 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

## **7. SIGNING OF THE AGREEMENT**

Within 03 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.

**8. 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.

**9. DEFAULT-LIABILITY OF CONTRACTOR**

- 9.1 The purchaser may upon written notice of default to the Contractor terminate the contract in circumstances detailed hereunder.
- 9.2 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.
- 9.3 If in judgment of the Purchaser, the Contractor fails to comply with any of the other provisions of this contract.
- 9.4 In the event the Purchaser terminates the contract in whole or in part, the Purchaser reserves the right to purchase upon such Product/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.

**10. 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 and approved sample provided to supplier after award of 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.

**11. DELAY IN DELIVERY- LIQUIDATED DAMAGES**

- 11 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 0.5% per day of total value or a part of the 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.
- 11 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.

## **12. PERIOD OF GUARANTEE**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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 under the provision of SPP Rules 2010 (amended in 2013)

## **13. 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.

## **14. DISQUALIFICATIONS**

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

- 14.1 Technical details/brochures and literature pertaining to the offered equipment/items are not attached.
- 14.2 Tenders are submitted without the required earnest money (i.e. 5%) & nonrefundable tender fee i.e. Rs. 1000/- in favor of Director Finance DUET, Karachi
- 14.3 Offers are received after specified date and time.
- 14.4 Specification and other requirements are not properly adhered to or manufacturer's brochures show specifications different from those given in the proposal.
- 14.5 Authorized dealership certificate from the principal is not attached.
- 14.6 Income Tax & GST Registered** certificate is not attached.
- 14.7 If any other major discrepancy found in the proposal.
- 14.8 If head office, workshop/Printing factory is not in Karachi.
- 14.9 Please see other details i.e. TECHNICAL QUALIFICATION OR DISQUALIFICATION FOR SUBMISSION OF BIDS: on Page 14)

**15. DELIVERY SCHEDULE**

- 15.1 Delivery would be made within 15 Days after Signing of Contract or issuance of Supply Order.

**16. DISQUALIFICATION OF SUPPLIERS.**

Procuring Agency shall disqualify a supplier if it finds at any time, that the information submitted by him concerning his qualification and professional, technical, financial, legal or managerial competence as supplier was false and materially inaccurate or incomplete.

Or at any stage has indulge in corrupt and fraudulent practices as per SPP Rules 2010 (amended 2013)

**17. CANCELLATION OF BIDDING PROCESS:**

- 17.1 A procuring agency may cancel the bidding process at any time under the provision of SPP Rules 2010 (amended in 2013)

**17.2 Procuring Agency's Right to Accept Any Bid and to reject any or All Bids:**

The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

**18. CONFIDENTIALITY:**

- 18.1 Procuring Agency shall keep all information regarding the bid evaluation confidential until the time of announcement of evaluation report in accordance with the requirements of Rule 45 of SPP Rule 2010 (amended in 2013).

**19. PAYMENT**

- 19.1 Payment shall only be released within 45 days only against original invoice, Delivery of required items/Products/Material/Services and a **SATISFACTORY REPORT (must be attached)** which is to be issued by the DUET Authorized representative / Head of the Department / Procurement Committee that all contractual services has been performed accordingly. No part payment will be allowed.

## **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  
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) 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 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/LOI).
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 Equipments/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 (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/BID

*Contractor/Manufacturer/Supplier*

Telegraphic Address : \_\_\_\_\_  
Telephone Number : \_\_\_\_\_  
Fax Number : \_\_\_\_\_

To,  
[Name of Procuring Agency]

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/Product 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 \_\_\_\_\_2015.  
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/SECURITY**

(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/ Schedule of  
Requirements/Technical Specification**

## Schedule of Requirements:

Sr.	DESCRIPTION	UNIT	QTY	SPECIFICATION	RATE	TOTAL AMOUNT
1	<b>Prospectus</b>	Copy	6000 Nos	Matt Paper 90 Grams, Title 260 grsm Art Card Finish Size 8 1/2*11, ± 130 Pages, 4 color printing		
2	<b>Admission Forms</b>	Forms	6000 Nos	Admission Form, Size 20" x 30" Finish Size 7" x 11" Pages (07 leaves) on 75 grams, Indonesia paper or Equivalent, Title 210 grams Art Card with B/W Printing		
3	<b>Envelops</b>	No.	6,000 Nos	Printing of white Envelops (10" x 12") Indonesian or Equivalent paper 90 Gram with Gum paste		
<b>Total Amount in PKR</b>						

### NOTE:

The supplier is expected to provide guarantee or warranty (where applicable). Please include calculation sheet and all technical literature to support and describe your product/job/supplies and also your working capability/ability with the details of the guarantee or warranty (where applicable) provided for the product/job/supplies.

**TECHNICAL QUALIFICATION OR DISQUALIFICATION FOR SUBMISSION OF BIDS:**

S No.	Description	Provided by Bidder (Yes/No)
1	Details of Experience -5 educational Institutions including at least 2 public sector universities with attested Satisfactory Certificate of the concerned universities.	
2	List of clients with details but not below then 30 –attach details	
3	Completion Certificate – Minimum attached 5 completion certificates for Last 02 year and current year.	
4	Last 03 years Turn Over –Rs.10 million –Attach evidence (attested)	
5	Last three years bank statement- Attach details (attested or signed by concerned bank)	
6	Details of total Machinery , Technical Staff- Attach Evidence	
7	Number of Government Projects completed –provide evidence	
8	Stamp paper of Non Black Listing Firm- (That your firm is not blacklisted by/in Governments/Semi Government/Institution.	
9	Bidder should be Active Tax Payer- Attach Proof	
10	As per SPP Rules 2010 of Rule 46 1a(iii) FBR Certificates for Income Tax & Sales Tax in case of Procurement of goods and Registration with Sindh Revenue Board (SRB) in case of Procurement of work and services Sindh Revenue Board or other applicable taxes proof)- Attach Proof and details to be verified.	
11	Managerial/Technical Capability of supplier to perform services as per Procuring Agency requirements	

**NOTICE INVITING TENDER (NIT)/INVITATION FOR BIDS (IFB)**

Sealed bids are invited from the well reputed and established printing firms with 5% bid security in the shape of pay order / bank draft in the name of Director Finance, DUET Karachi for the Printing of Prospectus Admission forms and Envelopes for DUET upcoming Academic Session/ Batch 2015-16

Eligibility: Income Tax, GST & SRB registered firms.

Method of Procurement: Single Stage – One Envelop Procedure

Bidding / Tender Documents:

Tender Documents with detailed SPECIFICATIONS can be obtained from the office of the undersigned during office hours against the paid challan /pay order / bank draft of Rs. 1000/- (Non-Refundable) in favour of Director Finance, DUET, Karachi. The Tender Document can also be downloaded from the University website ([www.duet.edu.pk](http://www.duet.edu.pk)) and the SPPRA website ([www.pprasindh.gov.pk](http://www.pprasindh.gov.pk))

Date of Issuance: Tender Documents will be issued from 11-09-2015 to 29-09-2015(12:00)

Last Date of submission: 29-09-2015 (01:00 pm)

Date of Opening: 29-09-2015 (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 Procurement Department, Directorate of Finance, Dawood University of Engineering & Technology, Karachi.

Terms & Conditions:

1. Under following conditions Bid will be rejected:
  - Conditional and telegraphic bids/tenders
  - Bids not accompanied by bid security & non-refundable tender fee.
  - Bids received after specified date and time
  - 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 Procurement 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)