



# Shaheed Benazir Bhutto University, Benazirabad/Nawabshah.

## TENDER DOCUMENT

For The Purchase of  
Shisham wood Tables & Chairs

Tender issued to M/s \_\_\_\_\_

**FROM PROJECT DIRECTOR**

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For & Behalf of the Bidder.

PROCUREMENT / SUPPLY OF FURNITURE SHISHAM WOOD TABLES &  
CHAIRS

FOR SHAHEED BENAZIR BHUTTO UNIVERSITY  
SHAHEED BENAZIRABAD

SCHEDULE TO INVITATION OF TENDER ENQUIRY

No. PD(SBBU) Proc:/\_\_\_\_\_

dated: \_\_\_\_\_

- |   |  |
|---|--|
| 1. Earnest Money                            | 5 Percent<br>(In the shape of Pay Order/ Demand Draft in Favor of<br>Director Finance, Shaheed Benazir Bhutto University Shaheed Benazirabad |
| 2. Date, Time & Place for Receipt of Tender | Up to 21/12/2015 before 11:00 am at Office of the Project Director, Shaheed Benazir Bhutto University Shaheed Benazirabad.                   |
| 3. Date for Opening of Tender               | 21/12/2015   |
| 4. Time of Opening of Tender                | 12:00 NOON   |
| 5. Place of Opening of Tender               | Committee Room of Shaheed Benazir Bhutto University Shaheed Benazirabad.   |
| 6. Place of Delivery                        | Office of the Project Director, Shaheed Benazir Bhutto University Shaheed Benazirabad  |
| 7. Name of Consignee                        | _____.   |
| 8. Delivery Date                            | 01 (one) month.  |

- Rates should be quoted both in figures and words including all taxes on free delivery at consignees end.
- The income tax shall be deducted at a source on total value of bid where it is applicable.
- The bidder has to provide the GST registration certificate and Sindh Revenue Board. The Department while making payments to any supplier shall deduct an amount equal to 23.5% in case of registered supplier / firms where it is applicable as per Govt. rules.

SIGNATURE & STAMP OF  
BIDDER

## Introduction.

Shaheed Benazir Bhutto University Nawabshah, intends to purchase "Shisham wood Tables & Chairs" from eligible bidders through open tenders bidding process under SPPRA 2010 (amended in 2013) as provided in rule # 46 (1) Single stage – one envelope procedure as under:

- a. Envelope shall be contain bidders TECHNICAL INFORMATION as required in this tender and "FINANCIAL QUOTATION" for the items and specifications as mentioned on BOQ page
- b. TECHNICAL & FINANCIAL Proposals (envelopes) will be opened in presence of bidders and the members of Tender Committee in the office of Project Director.
- c. The tenders will be evaluated in the guidelines as mentioned in this document.

The tenders will be issued up-to 21<sup>st</sup> **December, 2015** and received back on 21<sup>st</sup> December, 2015, till **11:00 am**. The tenders will be opened on same day at **12.00 (noon)** in the presence of the suppliers or their authorized representative who so ever present

## General Instructions

While preparing Proposals Bidding firms are expected to examine the documents comprising this invitation in detail, as deficiencies in providing the information requested may result in rejection of the proposal.

- 1) While preparing the quotations, bidders should provide detailed costs associated with the assignment and all other out of pocket expenses such as, recurrence expenses, unforeseen expenses, maintenance charges, parts and material charges, deployment of technical staff and services charges etc.
- 2) Bidders can quote prices on FOR and C&F basis:
- 3) **FOR basis:** Bidder should be submit quotation in local currency with free delivery, Installation and make operational at university premises. All government taxes/levies such as Income Tax, GST, FED, SBR, Stamp Duty Excise or what so ever may be in practice will be applied.

- 2
- 4) **C&F terms:** Bidders quoting their proposals under C&F terms may quote in US\$ currency. The official conversion rate of US Dollar will be taken of the day of opening of bids. It will be sole responsibility of supplying firm to get the goods cleared from Customs and deliver to SBBU Nawabshah will sign Tax Exemption Letters for which Bidder will have to provide specimen. All the expenses should be included in prices.
  - 5) 5% Earnest Money must be equal to bid value in shape of Pay Order /D.D. or Bank Guarantee in favor of DIRECTOR FINANCE, SBBU. As per SPPRA rule No. 37, the earnest money Pay Order / Bank Guarantee will be returned to the un-successful bidders. The Successful bidder will be returned Earnest Money after receiving Performance Guarantee Bond as provided in SPPRA Rule No. 39.
  - 6) Validity of bid should be up to 90 days from the date of submission.
  - 7) The bidders are expected to carefully examine all instructions, forms and specifications in the Bidding Documents. Any Bidder in doubt as to the exact meaning or interpretation of any part of the Bidding Documents should immediately seek clarification in writing from the Office of the Project Director.
  - 8) Requests for all clarifications in regard to the given specifications or other information contained in Tender Documents should come either through E-mail/Fax or Courier. Telephone/verbal enquiries may not be entertained.
  - 9) Any inquiry received 7 days prior to opening date of bid will be considered. Inquiries received later will not be entertained.

## Evaluation Criteria

1. This set of bid documents has been prepared under guidelines as laid down in SPPRA Rules 2010 (amended in 2013) and provide a clear basis upon which tenderers will be evaluated, following an objective process based on fair and transparent criteria to safe guard the interest of University. However the tenderer's should submit relevant information clearly and follow instructions to submit their relevant documentary proofs in proper order as defined herein and should not defer, so that it should not impose an excessive burden of preparation or paperwork.
2. Firms would be denied who do not meet the specified criteria. Thus, those who prepare documentation for this bid are responsible for ensuring that the criteria are drawn in accordance with the appropriate needs of the tender and that the criteria are sufficiently stringent to assure that only properly qualified firms are included in the final list.
3. There will be three stages of Evaluation
  - a) Bidding Firm's Evaluation
  - b) Evaluation of quoted, Brand, Models & their International ranking status etc.
  - c) Evaluation Price offered by the bidding firm.
  - d) Weightage Scores (from a to c) high scores taker will be ranked as 1<sup>st</sup> subsequently all bids will be weighted and their results will be announced on website.

BIDDING FIRM QUALIFICATION CRITERIA.		Marks
NO.	DESCRIPTION	Marks
1	Bidding Firm will be disqualified in case of failure to provide Mandatory Requirement as below.	
	SR#	Documents Required
	1	Bidders "Tax Facilitation Portal profile" Print from FBR website.
	2	Attested copy of National Tax Number (NTN) Certificate
	3	Attested copy of General Sales Tax Registration (GST) Certificate
	4	Attested copy of Sindh Revenue Board (SRB) Certificate.
	5	Active Tax Payer Status showing 100% Active Status (print from FBR website)
6	Litigation History Report, printed on Judicial Paper attested by Notary Public	
7	Certificate for not being Black Listed. This is required on Judicial Paper attested by Oath commissioner	
		Marks
		2
		2
		2
		2
		2
		1
		1
	<b>Financial Position:</b> As per the guide lines of SPPRA Rules 2010 guidelines the Annual Turnover of bidder should be twice than the estimated cost of Tender. However following documents are required to verify the financial capability of bidding firm.	
2	SR#	Documents Required
	1	5 years Annual Income Tax Returns (2010 to 2014) showing that the firm's annual "average" income Tax declared amount is greater than 5 Million
	2	Audited Financial Statements for last five years (2010-2014) Showing yearly turnover > than 25 Million
	3	Bank Statement for Last Year (July 2014 to 30 <sup>th</sup> June 2015). Showing yearly turnover > than 25 Million
	4	Annual Wealth Statement (as submitted to FBR for the year 2015) Showing wealth > than 25 Million
	5	Sales Tax Summaries for Last Year (July 2014 to 30 <sup>th</sup> June 2015). Showing yearly turnover > than 25 M
		Marks
		5 marks
		1 mark per Million
		5 Marks (1 mark per 0.5M)
		5 Marks (1 mark per 0.5M)
		5 Marks (1 mark per 0.5M)
		5 Marks (1 mark per 0.5M)
	Company profile, comprising of following details:-	
3	SR#	Documents Required
	1	Certificate showing Bidder's Business Nature e.g. Proprietorship / Partnership / Pvt Limited etc. Provide Partnership Deed / Memorandum of Articles / CNICs of Proprietor, Partners, and Directors.
	2	Authorized Partnership (Dealership) Certificate from the Manufacturer whose BRAND is being quoted in this tender example (a) HP/Dell/Acer, (b) Intel, (c) Microsoft, (1 Mark per Certificate. Maximum 5 Marks)
	3	Staff list showing following details: Should have Minimum two Certified Professional. NAME      Designation.      Qualification      Mobile & Email      Certification      Experience
	4	Business Experience Provide Client List of minimum 10 major customers as per following table: Client Name      Contact Person      Phone/Email      Projects completed in 2014-15 Attach Purchase order Attach one copy of Purchase Order in the year 2014-15 (0.5 marks per customer total 5 Marks)
	Satisfactory Performance Certificates from minimum two customers	
		Marks
		3
		5
		3 Marks
		(0.5 mark for each column)
		5 Marks
		(0.5 mark per customer)
		4 Marks: 2 per Certificate.
5	Procuring Agency will check & verify Bidder's Market Reputation and give marks to bidding firm as per its market feedback as under (a) Extremely Satisfied 7 marks, (b) Just Satisfied 5 marks (c) Average 3 marks (d) Dissatisfied 0 Marks.	
	TOTAL MARKS	
		65



## Post Tendering Formalities

### Signing of Contract.

Within (07) working days after notification to the successful bidder regarding acceptance of bid and submission of the contract incorporating all agreements between the parties will be signed. The Contract agreement will be affixed with revenue stamps @ 0.3% of contract value as per stamp act.

### Deliveries & Liquidated Damages

If the Contractor fails to complete the Contract, in full or part, within the time laid down in the Contract Agreement or any extension thereof, there shall be deduction from the Contract Price, as liquidated damages, a sum of (0.5%) of the Contract price for each calendar week of delay subject to the maximum of five percent (2%) 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.

### Extension of Time

If the completion of the Contract is delayed due to reason beyond the control of the Contractor, the Contractor shall without delay request the Project Director in writing, of his claim for an extension of time. The Project Director SBBU on receipt of such request may agree to extend the completion date as may be reasonable in the circumstances of the case but without prejudice to other terms and conditions of the Contract.

### Installation, Demonstration and Inspections

After delivery of material the Contractor shall install those items

### Completion Certificate

After completion of the installation and demonstration, as stated above, a certificate is to be obtained by the Contractor from the end-user stating that the stores (item-wise) have been satisfactorily installed and demonstrated by the Contractor.

### List of Material / BOQ

ITEM #	DESCRIPTION	QTY	UNIT PRICE (PKR)	TOTAL PRICE (PKR)
1	Supply of Shisham wood tables . Length 7' . Height 30" . Width 24" Approved by the Engineer	18		
2	Supply of Shisham wood Chairs . shisham wood frame with arms . seat and back size 20"x20" with foam and leather Approved by the Engineer	60		
<b>TOTAL AMOUNT</b>				

SIGNATURE & STAMP OF  
CONTRACTOR

## CONTRACTUAL TERMS AND CONDITIONS.

In this Contract, the following terms shall be interpreted as indicated

- 1) "bid" means a tender, or an offer, in response to an invitation, by a person, firm, company or an organization expressing his or its willingness to undertake a specified task at a price;
- 2) "bidder" means a person who submits a bid;
- 3) "Competitive bidding" means a procedure leading to the award of a contract whereby all the interested and eligible firm, companies or organization may bid for the contract.
- 4) "Contractor" means a firm, company or an organization that undertakes to supply stores, goods, services or works;
- 5) "Contract" means an agreement enforceable by law;
- 6) The Engineering / Construction / Supply / Manufacturer / firms shall observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of the policy.
- 7) "Corrupt and fraudulent practices" includes the offering, giving, receiving or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies or misrepresentation of facts in order to influence the procurement process of the execution of the contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for or solicitation of anything of value by any public official in the course of the exercise of his duty.
- 8) The authorities of Shaheed Benazir Bhutto University will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
- 9) The authorities of Shaheed Benazir Bhutto University will declare a firm ineligible, either indefinitely or for a stated period of time to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing contract.
- 10) "Emergency" means natural calamities, disasters, accidents, war and operational emergency which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person, property or the environment:

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CONTRACTOR

- 11) "Lowest evaluated bid" means,-
- I) A bid most closely conforming to evaluation criteria given in and other conditions specified in the bidding documents; and
  - II) Having lowest evaluated cost.
- 12) "Supplier" means a person, consultants, manufacturer, firm, company or an organization who undertakes to supply goods, services or works.
- 13) "Delivery" means delivery by the dates specified in the delivery time and schedule.
- 14) 'Value of money' means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-gradation ability, price, source, and the combination of whole-life cost and quality to meet procuring agency's requirements.
- 15) "Government" means the Government of Sindh.
- 16) Authority means Vice-Chancellor Shaheed Benazir Bhutto University, dealing with the subject of procurement of stores and includes any officer authorized by him to enter into contracts in that behalf.
- 17) "Specifications" means the illustrations, plans stipulated in the contract.
- 18) "Purchaser" means the purchaser or purchasers named in the invitation to Tender or their successors or assignees.
- 19) 'Inspection Authority' means Purchase Committee or any person nominated by it to give final decision regarding acceptance or rejection of stores / material and other inspection matters.
- 20) "Site" means Campus Shaheed Benazir Bhutto University Shaheed Benazirabad approved by the Purchaser.
- 21) Suppliers / contractor shall be responsible to produce / submit or to satisfy the purchaser with source of receipt duly supported by documents, up to the validity of tender subject to demand by the purchaser.
- 22) The supplier / contractor deliver the items within one (1) month from the date of issuance of contract / supply order.

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CONTRACTOR

- 23) If the supplier fails to supply the store / items of contract within due date his earnest money will be forfeited and he shall be dealt according to rules.
- 24) If the earnest money is not attached / submitted with tender document, the tender will not be entertained. If successful bidder fails to complete the work, within stipulated time, he shall be liable to pay the damage of delay of delivery and the purchase will be made complete from the second lowest and the difference of rate will be recovered from defaulting manufacturer / dealer / contractor / supplier.
- 25) Supply order will be issued subject to the availability of funds and the approval of competent authority, the contracted stores / material shall be supplied by the successful bidders to the purchaser after issuance of contract.
- 26) The stores to be supplied shall be of good quality new brand and according to the specification. The payment shall be released to the suppliers on release of inspection certificate by the Purchase Committee.
- 27) The tenderer/bidder is required to specify make, model, country of origin and furnished detailed technical descriptive, literature, catalogue, operating manuals etc..tool kits/CDs (if any) along with their offer.
- 28) The decision of the competent authority shall be final binding and conclusive on all questions relating in the meeting of the specification / quality.
- 29) There shall be no binding upon the department, the total number of packages of work indicated in the schedule of the invitation / contract will be ordered during the period of contract. But the department shall purchase from the manufacturer / dealer / suppliers required store / material as are detailed in the schedule which he may require to be purchased during the period of contract.
- 30) The supplier is bound to complete the work within the delivery period except force majeure circumstances.
- 31) Supplier should indicate the warranty period.
- 32) Tenderers are required to purchase separate tender documents in case alternate offer is made and also submit more than one (1) bid for same item but not for the same brand, he should be accompanied by separate bid security and authorization letter from the manufacturer for each offer.
- 33) The purchaser is not bound to accept any tender received.
- 34) Conditional tenders will not be accepted.

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CONTRACTOR

- 35) The evaluation will be based on comparison of technical specifications and rate quoted for required specifications material and workman ship.
- 36) Brochure / catalogs and name of users should be attached with tender documents.
- 37) The equipment being supplied should be legally imported in the country and a certificate to that effect should be given at the time of submission of tender.
- 38) Warranty period will commence from the date of final inspection delivered of stores/goods.
- 39) While submitting the tender, the firm shall guarantee the service support facility at Shaheed Benazirabad with latest service equipments.
- 40) The Tenderer shall sign the certificate, failing which the tender will be considered non responsive.
- 41) "Proposals" of bid shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
- 42) The bid found to be technically correct and lowest evaluated bid shall be accepted.
- 43) Delay and Delivery – liquidated damages.  
If the contractor fails to deliver the equipment 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 Contracted Price of the unit or units damages and such deduction shall be in full satisfaction of the Contractor's liability for the said. The amount will be recovered from the local Agent's Commission/Performance Bond.
- 44) Period of Guarantee:  
During the period of guarantee of 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 furniture is faulty.

SIGNATURE & STAMP OF  
CONTRACTOR

## CONTRACT FORM

This contract is made on \_\_\_\_\_ between the Project Director, Shaheed Benazir Bhutto University Shaheed Benazirabad. Herein after called the "PURCHASER" of the one part Batch wise and

\_\_\_\_\_ hereinafter called the Contractor/Supplier of the other part.

Where as the purchaser is desirous of purchasing certain store / material for the project known as (Establishment of Shaheed Benazir Bhutto University Shaheed Benazirabad) and has accepted a TENDER BY THE Contractor for the supply of Goods all in accordance with the Contract.

### NOW THIS AGREEMENT WITNESS AS FOLLOWS

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the condition of contract hereinafter referred to.
- 2) The following documents shall be deemed to form and read and construed as part of this agreement viz:-
  - a) The conditions of contract, as contained in DIS-12 & 14 of Sindh purchase Manual 1991/PPRA as amended to date.
  - b) The Contractor's condition of sale as contained in their offer dated. \_\_\_\_\_
  - c) The specification.
  - d) The Contractor's detail of the Goods.
  - e) The purchaser's letter of intent dated \_\_\_\_\_ subsequently confirmed by the contractor's as accepted to him vide their letter dated: \_\_\_\_\_ (Acknowledgement of letter of intent).
  - f) The purchaser's letter of acceptance of tender.
- 3) In consideration of the payments to be made by the purchaser to the contractor as here-in after mentioned the contractor hereby covenants with the purchaser to supply the publicity material in conformity in all respects with the provisions of contracts.
- 4) The purchaser hereby covenants to pay the contractor in consideration of the supply of goods. And amounts due at the times and in the manner all as prescribed by contract.

- 5) The delivery schedule should be 1 (one) month from the date of signing of agreement.

SIGNATURE & STAMP OF  
BIDDER

WITNESS: (1)

(2)