

**SUPPLY AND FIXATION OF CLASS ROOM CHAIRS AT MAIN BUILDING SMU, KARACHI**

at Sindh Madressatul Islam (SMI) University, Karachi.

**ATTENDANCE SHEET**

**Opening Of Bids:**

**Attendance Statement**

opening of Tender for supply and fixation of class room chairs at main building at SMI University Karachi. opened on 5th December 2016 in the presence of Tender Committee and Bidder / their representative. Time of opening 3:00 PM

Date: 5th December 2016

Time: 3:00:00 PM

S.#	Company Name	Date of opening	Time	Name	Representative	Signature	Contact No
1	M/s. Husanain Furniture	5th Dec, 2016	3:00 PM	Mr. Ghulam Hussain			+92-303-3586192
2	M/s. Jawed Trading Co.	5th Dec, 2016	3:00 PM	Mr. Ammir Ali			+92-300-3737541
3	M/s. Three Star Enterprises	6th Dec, 2016	3:00 PM	Mr. M. Farooq			+92-300-2676230

**Dr Syed Adnan (KU)**

Assistant Professor  
Member Tender Committee Karachi University

**Ali Gohar Lark**  
XEN (Member/secretary Tender Committee)

**Shah Muhammad Butt**

Director I.T  
Member Tender Committee (SMI) University

**Nisar Ahmed Memon**  
Deputy Director Finance  
Member Tender Committee (SMI) University

**Munir Ahmed Shehar**  
Resident Auditor (DUET)  
Member Tender Committee Karachi University

**Ghulam Mustafa Shaikh**  
Director (Planning & Development)

**Gulzar Ahmed Mughal**  
Registrar (Convener Tender Committee) (SMI) University

# SINDH MADRESSATUL ISLAM UNIVERSITY

Aiwan-e-Tijarat Road, Karachi

NO SMIU/DPD&S-TEND-2016/16

Karachi 5<sup>th</sup> December, 2016

## Minutes of the meeting of the Procurement Committee held on 5<sup>th</sup> Dec, 2016

The Procurement committee meeting was held on 5<sup>th</sup> Dec, 2016 in Directorate of Planning, Development & Services at Main Building, The Meeting started with the name of Almighty ALLAH, then after Sealed bids were opened in the presence of Procurement Committee and representative of bidders as per schedule mentioned in the Tender Notice hoisted on SPPRA website. The tender for following work was opened before Procurement committee.

### i) SUPPLY AND FIXATION OF CLASS ROOM CHAIRS AT MAIN BUILDING SMIU, KARACHI

#### The following attended the meeting.

- |    |   |                  |   |
|----|---|------------------|---|
| 1. | Mr. Gulzar Ahmed Mughal<br>Registrar  | Convener         |    |
| 2. | Mr. Ghulam Mustafa Shaikh<br>Director (P&D)   | Member           |    |
| 3. | Mr. Shah Muhammad Butt<br>Director I.T  | Member           |    |
| 4. | Mr. Nisar Ahmed Memon<br>Deputy Director Finance  | Member           |   |
| 5. | Mr. Ali Gohar Larik<br>Executive Engineer   | Member/Secretary |  |
| 6. | Mr. Munir Ahmed Sehar<br>Resident Auditor, D.U.E.T, Karachi<br>(from agencies/dept other than SMI university)         | Member           |  |
| 7. | Dr. Syed Adnan Hassan<br>Assistant Professor, University of Karachi<br>(from agencies/dept other than SMI university) | Member           |  |

#### The detail of the tender and bidders are given below

- |                                |               |
|--------------------------------|---------------|
| 1. M/s. Hasnain Furniture      | Rs. 699,192/- |
| 2. M/s. Javed Trading Co.      | Rs. 877,500/- |
| 3. M/s. Three Star Enterprises | Rs. 972,972/- |

#### Recommendations of Procurement Committee's are as under:-

After detailed scrutiny, the Committee unanimously recommended that work for SUPPLY AND FIXATION OF CLASS ROOM CHAIRS AT MAIN BUILDING SMIU, KARACHI, may be awarded to M/s. Hasnain Furniture for amounting to Rs.699, 192/- on the basis of being 1st lowest bidder. Meeting ended with the vote of thanks.

**SINDH MADRESSATUL ISLAM UNIVERSITY, KARACHI**  
**SUPPLY AND FIXATION OF CLASS ROOM CHAIRS AT MAIN BUILDING SMIU, KARACHI**

Tender No. SMIU/PPD&S-TEND-2016/16

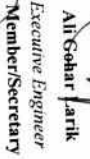
Opening Date: 5/12/2016

**COMPARATIVE STATEMENT**

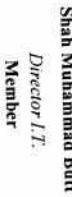
S#	Name of Contractor	Total Bid Amount	Criteria						Deficiencies	Remarks
			GSTRSRB	Bank Certificate /Statement	Affidavit for not black listed	N.T.N	3 years Experience	Complete Company/Pro file		
1	M/s Husnain Furniture	Rs. 699,192/-	1	2	3	4	5	6		1st Lowest
		1st Lowest	OK	OK	OK	OK	OK	OK		
		Rs. 14,000/-	OK	OK	OK	OK	OK	OK		
2	M/s. Jawed Trading Corporation	Rs. 877,500/-	OK	OK	OK	OK	OK	OK		2nd Lowest
		2nd Lowest	OK	OK	OK	OK	OK	OK		
3	M/s. Three Star Enterprises	Rs. 972,972/-	OK	OK	Not provided	OK	OK	OK		3rd Lowest
		3rd Lowest	OK	OK	Not provided	OK	OK	OK		

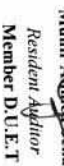
**Actual Position:**

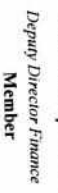
1. M/s. Husnain Furniture 1st Lowest
2. M/s. Jawed Trading Corporation 2nd Lowest

  
**Ali Gohar Jarik**  
*Executive Engineer*  
 Member/Secretary

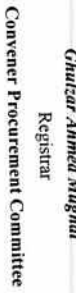
  
**Dr. Syed Adnan**  
*Assistant Professor*  
 Member Karachi University

  
**Shah Muhammad Butt**  
*Director I.T.*  
 Member

  
**Munir Abudul Karim**  
*Resident Auditor*  
 Member D.U.E.T

  
**Nisar Ahmed Meemon**  
*Deputy Director Finance*  
 Member


  
**Chuliam Meystara Shaikh**  
*Director Planning & development*  
 Member


  
**Chulzar Ahmed Mughal**  
*Registrar*  
 Convener Procurement Committee


## **Bid Evaluation Report**


1. Name of Procuring Agency: **Sind Madressatul Islam University**
2. Tender Reference No: **SMIU/DPD&S-TEND-2016/16**
3. Tender Description/Name of work/item  
**SUPPLY AND FIXATION OF CLASS ROOM CHAIRS AT MAIN BUILDING SMIU, KARACHI**
4. Method of Procurement: **Single Stage one Envelope procedures**
5. Tender Published: SPPRA Website ID 2147483647 Serial No. 30513  
*Print & Electronic Media (SPPRA ID No. & News papers names with dates)*
6. Total Bid documents Sold; **3-Nos.**
7. Total Bids Received: **3-Nos.**
8. Technical Bid Opening date: **N/A (Single Stage One Envelope Procedure)**
9. No. of Bid technically qualified: **N/A (Single Stage One Envelope Procedure)**
10. Bid(s) Rejected: **NIL**
11. Financial Bid Opening date: **5<sup>th</sup> December 2016**
12. **Bid Evaluation Report:**


<i>S No</i>	<i>Name of Firm or Bidder</i>	<i>Cost offered by the Bidder</i>	<i>Ranking in terms of cost</i>	<i>Comparison with Estimated cost</i>	<i>Reasons for acceptance/rejection</i>	<i>Remarks</i>
<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1.	<b>M/s. Hasnain Furniture</b>	<b>Rs. 699,192/-</b>	<b>1<sup>st</sup>-Lowest</b>	<b>29.7 % below</b>	Fulfills all requirement of eligibility criteria as per SPPRA	M/s. Hasnain Furniture is recommended for award of work on the basis of being lowest 1st
2	<b>M/s. Javed Trading Co.</b>	<b>Rs. 877,500/-</b>	<b>2<sup>nd</sup>-Lowest</b>	<b>11.76 % below</b>	Fulfills all requirement of eligibility criteria as per SPPRA	
3	<b>M/s. Three Star Enterprises</b>	<b>Rs. 972,972/-</b>	<b>3<sup>Rd</sup>-Lowest</b>	<b>2.16 % below</b>	Fulfills all requirement of eligibility criteria as per SPPRA	


  
**Ali Gohar Larik**  
Executive Engineer (SMIU)


  
**Dr Syed Adnan**  
Assistant Professor (K.U)

  
**Shah Muhammad Butt**  
Director IT (SMIU)

  
**Nisar Ahmed Memon**  
Deputy Director Finance SMIU

  
**Munir Ahmed Sehar**  
Resident Auditor (DUET)

  
**Ghulam Mustufa Shaikh**  
Director (P&D) SMIU

  
**Gulzar Ahmed Mughal**  
Registrar (convener) SMIU



ALMA-MATER OF QUAID-E-AZAM MOHAMMAD ALI JINNAH

**SINDH MADRESSATUL ISLAM UNIVERSITY**

NO.SMIU/DPD&S-2017-620

Dated: 3<sup>rd</sup> January 2017

To,

**M/s. Hasnain Furniture**  
Plot No.168, Street No, 10  
Block 9, Near Dubai House  
Bakhtawar Goth, Gulistan-e-Johar  
Karachi.  
Cell: 0303-3586192

### **WORK ORDER**

**SUB: SUPPLY AND FIXATION OF CLASS ROOM CHAIRS AT MAIN BUILDING SMIU, KARACHI**

**Ref: Your acceptance letter No. 353 Dated: 2<sup>nd</sup> January 2017**

With reference to your Financial Bid against the sealed tenders opened on 5<sup>th</sup> December 2016 in the presence of Tender Committee and Bidders. Your tender for the above mentioned work has been approved by the competent authority. The details of items are attached.

2. *SMIU is pleased to award you the contract for "SUPPLY AND FIXATION OF CLASS ROOM CHAIRS AT MAIN BUILDING SMIU, KARACHI" at a total amount of Rs.699, 192/- (Six lac ninety nine thousand one hundred ninety two only).*
3. You are advised to undertake the work as per specifications mentioned in tender documents. It is understood by the both parties that this contract shall be governed by the following terms & conditions:-
  - i. The rate quoted by you are inclusive of cost of all of material, labor, tools, tackles, transportation require for the subject work, all taxes, levies and duties (Federal, provincial and Local bodies) or any other incidental charges that may occur in carrying out the work.
  - ii. You are required to submit **10% Performance Security** of the total bid value in shape of pay order/ Bank Guarantee from any schedule bank within 14 days w.e.f date of issuance of this work order.
  - iii. In the event of failure of work or un-satisfactory performance **SMI University** shall have the right to terminate the contract and forfeit the Performance Bank Guarantee and any other amount due against the work done and work may be awarded to any other source/agency at your risk and cost.
  - iv. Any claim on account of escalation in contract price for any reason whatever during the executing of contract shall not be entertained / paid by **SMI University**.

- v. If you fails to complete the work within the schedule given by XEN day to day liquidated damaged at the rate of **0.5%** of the value of contract per day shall be recovered from you subject to the maximum of **10%** (ten percent) of the value of contract.
- vi. The amount due against work done shall be paid by the **SMI University** to you within **15 days** after issuance of satisfactory certificate by the XEN and Architect SMI University.
- vii. **Daily progress report** in triplicate will be submitted along with labor position.
- viii. **CPM/PERT** chart will be submitted before execution of work.
- ix. Defect liability period will be **03 months**.
- x. All defects will be rectified by the contractor at his own risk and cost before and during maintenance period of **(03) months**.
- xi. Time is the essence of this Contract and please pay particular attention to expeditious completion of the works within the contract period
4. Time of completion of this work shall be **(40) Days** reckoned from the date of commencement of Work Order issued by the **Executive Engineer SMIU**.

**NOTE: All the terms and conditions laid down in the tender documents/BOQ and work order shall be considered part of agreement & binding on both parties. In case of difference of opinion the SPPRA Rules shall be followed.**

This issue with the approval of the Vice Chancellor

  
**Executive Engineer**

**Copy to:**

- |                                    |   |
|------------------------------------|---|
| 1. Accounts Branch                 | - payment be made   |
| 2. Director (Finance)              | - for information and necessary action                          |
| 3. Chairman Tender Committee       | - for information and record                                    |
| 4. Director (P&D)                  | - for information and record                                    |
| 5. Resident Auditor                | - for pre-audit when the bills are received from the contractor |
| 6. Deputy Registrar (Coordination) | - for kind perusal of Vice Chancellor.                          |
| 7. Director (A & F) SPPRA Sindh    | - for information.  |
| 8. Office Copy                     | - for office record   |

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

### TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. SINDH MADRESSATUL ISLAM UNIVERSITY KARACHI
- 2) PROVINCIAL / LOCAL GOVT./ OTHER OTHER
- 3) TITLE OF CONTRACT S/F of class room chairs at main building SMIU, Karachi.
- 4) TENDER NUMBER SMIU/DPD&S-TENDER-2016/16
- 5) BRIEF DESCRIPTION OF CONTRACT S/F of class room chairs at main building SMIU, Karachi.
- 6) FORUM THAT APPROVED THE SCHEME SINDH MADRESSATUL ISLAM UNIVERSITY KARACHI
- 7) TENDER ESTIMATED VALUE Rs.699192 /-
- 8) ENGINEER'S ESTIMATE Rs.994500/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 40 days
- 10) TENDER OPENED ON (DATE & TIME) 5th December, 2016 at 3:00 PM
- 11) NUMBER OF TENDER DOCUMENTS SOLD Four  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED Three
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Three
- 14) BID EVALUATION REPORT Attached  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Hasnain Furniture
- 16) CONTRACT AWARD PRICE Rs. 699192/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).
1. M/s. Hasnain Furniture
02. M/s. Jawed Trading
03. M/s. Three star
- 18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE   Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE   Local
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:



19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	ID 2147483647 Serial No. 30513
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------



31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of  
Authorized Officer \_\_\_\_\_

**ALI GOHAR LARIK**  
Executive Engineer (Civil)  
Sindh Madressatul Islam  
University Karachi.

**FOR OFFICE USE ONLY**

***SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi***  
***Tele: 021-9205356; 021-9205369 & Fax: 021-9206291***

Print

Save

Reset

# BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT  
FOR PROCUREMENT OF GOODS

**TENDER-2016 /16**

**TENDER DOCUMENTS FOR SUPPLY AND  
FIXATION OF CLASS ROOM CHAIRS AT MAIN  
BUILDING SMIU, KARACHI**



Name of Department	Directorate of Planning & Development
Name of procuring agency	SINDH MADRESSATUL ISLAM UNIVERSITY Aiwan-e-Tijarat Road, Shakra-e-Liaquat, Karachi- 74000, Pakistan Tel : 021-99217501-02-03 Fax : 021-99217504 Website: www.smiu.edu.pk

*Issued to M/S. Hasnain Furniture.*

## LIST OF CONTENTS

PART	DESCRIPTION
Part-I	NOTICE INVITING TENDERS
Part-II	INSTRUCTIONS TO BIDDERS
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Part-IV	BID DATA SHEET
Part-V	SPECIAL CONDITIONS OF CONTRACT
Part-VI	SCHEDULE OF REQUIREMENT
Part-VII	SAMPLE FORMS
Part-VIII	SPECIFICATIONS AND QUANTITIES



# SINDHMADRESSATULISLAMUNIVERSITY

Aiwan-e-Tijarat Road, Karachi74000.

Phones: +92-21-99217501-02-03, Fax:+92-21-99217504

Email: [info@smiu.edu.pk](mailto:info@smiu.edu.pk) , URL <http://www.smiu.edu.pk/>

NO. SMIU/DPD&S-TEND-2016/16

## NOTICE INVITING TENDER

Sealed tenders on item rate basis are invited on prescribed form from the interested parties/contractors/firms, registered with Sindh Board of Revenue, Income Tax/SNTN, GST (as the case may be) possessing at least three years' experience of the same type of the works/projects. The tenders shall be based on the single stage – one envelope procedure under Rules No 46 (1) of SPPRA-Rules 2010 (Amended-2013).

S.No	Name of Work	Bid Security	Tender Fee	Time for completion
1.	SUPPLY AND FIXATION OF CLASS ROOM CHAIRS AT MAIN BUILDING SMIU, KARACHI	2% of bid price	Rs.1000/-	40-Days

### Terms & conditions:

- Tender documents can be obtained against the written request from the office of **Directorate of Planning & Development** of the Sindh Madressatul Islam University, Karachi with a Pay Order / Demand Draft as Tender Fee mentioned above (nonrefundable) in favor of **Sindh Madressatul Islam University** on any working day during office hours from **18<sup>th</sup> November 2016 to 2<sup>nd</sup> December 2016** and can be download from SPPRA website: [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) and SMI University website: [www.smiu.edu.pk](http://www.smiu.edu.pk)
- The filled Sealed Tenders will be received back on **5<sup>th</sup> December 2016 by 14:00 hours** and will be opened on same day at **15:00 hours in the office of convener procurement committee** before procurement committee and participating contractors/firms or their authorized agents who intend to be present.
- Bid Validity Period 90 days
- The earnest money at the rate of **2%** on bid amount in the shape of Pay order/demand draft in the name of **Sindh Madressatul Islam University** from any scheduled bank should be attached with the bid.
- Eligibility conditions for intending participate shall be as per SPPRA Rules 2010 amended (2013).
- Bids must be offered on the prescribed tender form issued by **Sindh Madressatul Islam University**. However additional sheets may be attached, if required.
- Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of **SPPR, Rules-2010 amended (2013)**.
- In case any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tender shall be submitted/opened on the next working day at the same time and venue

Executive Engineer (Civil)



**PART-II**  
**INSTRUCTION TO BIDDERS**

- i Source of Funds** PC-1 head "Furniture" sub-head "Classroom Furniture" of Scheme "Strengthening of SMIU". The eligible payment under the contract is to be made from this approved project.
- ii Eligible Bidders**
- ii.a This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010 (Amended-2013) and its Bidding Documents except as provided hereinafter.
- ii.b Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- ii.c Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- ii.d Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization.
- iii Eligible Goods and Services**
- iii.a The origin of all the goods & related services to be supplied under the Contract should be mentioned.
- iii.b Origin means the place where the goods are mint, grown or produce or the place from which the related services are supplied.
- iii.c The Origin of goods and services is distinct from the nationality of bidders.
- iv Cost of Bidding**
- iv.a The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



- v Content of Bidding Documents**
- B. The Bidding Documents**
- v.a The bidding documents include:
- (a) Instructions to Bidders (ITB)
  - (b) Bid Data Sheet
  - (c) General Conditions of Contract (GCC)
  - (d) Special Conditions of Contract (SCC)
  - (e) Schedule of Requirements
  - (f) Technical Specifications
  - (g) Bid Form and Price Schedules
  - (h) Bid Security Form
  - (i) Contract Form
  - (j) Performance Security Form
  - (k) Manufacturer's Authorization Form
- v.b The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- vi Clarification of Bidding Documents**
- vi.a A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
- vii Amendment of Bidding Documents**
- vii.a At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- vii.b All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- vii.c In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

### C. Preparation of Bids

- |  |   |
|--|---|
| <b>1. Scope</b>                        | 1.1 The Sindh Madressatul Islam University intends the "SUPPLY AND FIXATION OF CLASS ROOM CHAIRS AT MAIN BUILDING SMIU, KARACHI" through National Competitive Bidding Single Stage one Envelope Procedure as per SPPRA Rules-2010 (Amended 2013).   |
| <b>2. Language of Bid</b>              | 2.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the English language.  |
| <b>3. Documents Comprising the Bid</b> | 3.1 The bid prepared by the Bidder shall comprise the following components: <ul style="list-style-type: none"> <li>a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6.</li> <li>b) bid security furnished in accordance with ITB Clause-9.</li> </ul>  |
| <b>4. Bid Prices</b>                   | <p>4.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.</p> <p>4.2 The prices shall be quoted on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the schedule of Requirements. No separate payment shall be made of the incidental services.</p> <p>4.3 Prices quoted by the by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.</p> <p>4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.</p> |
| <b>5. Bid Form</b>                     | 5.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.   |
| <b>6. Bid Currencies</b>               | 6.1 Prices Shall be quoted in Pak Rupees.   |
| <b>7. Bidder's Eligibility</b>         | 7.1 As defined in Bid Data Sheet.   |





- 8. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**
- 8.1 The documents evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and Data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
  - (b) the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specification are intended to be descriptive only and not restrictive :till stated otherwise in Technical Specifications or Bid Data Sheet .The Bidder may substitute alternative standards, brand names , and /or catalogue numbers in its bid , provided that demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the in the Technical Specifications
- 9. Bid Security**
- 9.1 The bid security is required (in the amount specified in the bid data sheet) to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture The bid security shall be denominated in the currency of the bid:
- a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank:
  - b) be submitted in its original form: copies will not be accepted;
  - c) remain valid for a period of at least 14 days beyond the original validity period of bids, or at least 14 days beyond any extended period of bid validity.
- 9.2 bid security shall released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 9.3 The successful Bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.
- 9.4 The bid security may be forfeited:
- a) if a Bidder withdraws its bid during the period of bid validity or
  - b) in the case of a successful Bidder, if the bidder fails:
    - (i) to sign the contract in accordance or
    - (ii) to furnish performance security

- 10. **Period of Validity of Bids**
  - 10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.
  - 10.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitable extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required not be required nor per mitted to modify its bid.

- 11. **Format and Signing of Bid**
  - 11.1 The Bidder shall prepare an original one copy of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" COPY OF BID" as appropriate. In the event of any discrepancy between them, the original shall govern.
  - 11.2 The original and the copy of the bid shall be shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
  - 11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

**D. Submission of Bids**

- 12. **Sealing and Marking of Bids**
  - 12.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "ONE COPY". The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Procuring agency at the address given in the BDS, and carry statement **"DO NOT OPEN BEFORE  
at P.M"**
  - 12.2 If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid's misplacement or premature opening.

- 13. **Deadline for Submission of Bids**
  - 13.1 Bids must be received by the Procuring agency at the address specified in Bid Data Sheet, not later than the time and date specified in Bid Data Sheet.
  - 13.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline.



14. **Late Bids** 14.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribes by the Procuring agency shall be rejected and returned unopened to the Bidder.
15. **Modification and Withdrawal of Bids** 15.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 15.2 No bid may be modified after the deadline for submission of bids.
- 15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

#### **E. Opening and Evaluation of Bids**

16. **Opening of Bids by the Procuring agency** 16.1 The Procuring agency shall open all bids in the presence of bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.
- 16.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presences or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.
17. **Clarification of Bids** 17.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
18. **Preliminary Examination** 18.1 The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 18.3 Prior to the detailed evaluation, the Procuring agency will determine the substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 18.4 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 19. Evaluation and Comparison of Bids**
- 19.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 19.2 The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
- 20. Contacting the procuring agency**
- 20.1 No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.
- 20.2 Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

**Award of contract**

21. **Post – Qualification**
- 21.1 In the absence of prequalification, the procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluation responsive bid is qualified to perform the contract satisfactorily.
- 21.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Claus-7 as well as such other information as the Procuring agency deems necessary and appropriate.
- 21.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to perform satisfactorily.
22. **Award Criteria**
- 22.1 The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 22 a **Procuring Agency's right to vary quantities at the time of award**
- The Procuring Agency reserves the right to increase/decrease the quantity of the required items and /or purchase part items already tendered either in full or in part. The Procuring Agency reserves the right to accept or reject any or all of the Tenders; divide business amongst more than one bidder.
23. **Procuring agency's Right to Accept any Bid and to Reject any or All Bids**
- 23.1 Subject to relevant provisions of SPP Rules 2010 (Amended 2013), 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.
- 23.2 Pursuant to Rule 45 of SPP Rules 2010 (Amended 2013), Procuring agency shall hoist the evaluation report on Authority's web site, and intimate to all the bidders seven days prior to notify the award of contract.



24. **Notification of Award**
- 24.1 Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.
- 24.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.
25. **Signing of Contract**
- 25.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 25.2 Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
26. **Performance Security**
- 26.1 Within seven (07) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 25 or ITB Clause 26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
27. **Corrupt or Fraudulent Practices**
- 27.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:
- (a) **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below;
- (i) **"Coercive Practice"** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any

party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) **“Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) **“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

b) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.





**Part-III**  
**General Conditions of Contract**

**1. Definitions**

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) **“The Contract”** means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - (c) **“The Goods”** means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract.
  - (d) **“The Services”** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
  - (e) **“GCC”** mean the General Conditions of Contract contained in this section.
  - (f) **“SCC”** means the Special Conditions of Contract.
  - (g) **“The Procuring agency”** means the Sindh Public Procurement Regulatory Authority (SPPRA), Government of Sindh.
  - (h) **“The Supplier”** means the individual or firm supplying the Goods and Services under this Contract.
  - (i) **“SPP Rules 2010”** means the Sindh Public Procurement Rules 2010 (Amended 2013).
  - (j) **“Day”** means calendar day.

**2. Standards**

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such

standards shall be the latest issued by the concerned institution.

### **3. Patent Rights**

The Supplier shall indemnify the Procuring agency against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.

### **4. Performance Security**

4.1 Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

4.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

4.3 The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;

4.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

### **5 Inspections and Tests**

5.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

5.2 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

5.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.

5.5 Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.



- 6. Packing** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.
- 7. Delivery and Documents** Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping/ transportation and/or other documents to be furnished by the Supplier are specified in SCC.
- 8. Insurance** No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user.
- 9. Transportation** The Supplier is required under the Contact to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.
- 10. Incidental Services**
- 10.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- 11. Spare Parts**
- 11.1 The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
  - (b) in the event of termination of production of the spare parts:

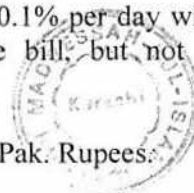
- (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

## 12. Warranty

- 12.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 12.2 This warranty / maintenance period shall remain valid for six (06) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract
- 12.3 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

## 13. Payment

- 13.1 The firm should submit stamp duty as per Government Rule before execution of work.
- 13.2 Within 30 days after the issuance of inspection certificate and consignee's receipt certificate as mentioned in SSC clause 6.
- 13.3 If the supply is not according to the specifications or unsatisfactory, the Contract will be rejected and cancelled at the risk and cost of Firm
- 13.4 If the firm fails to execute the contract/supply order as per condition, action will be taken against them which may be their black listing and Earnest Money. / Security Deposit will be forfeited.
- 13.5 In case of late delivery @ 0.1% per day will be charged on bid amount deducted from the bill, but not more than 10% of contract value.
- 13.6 The currency of payment is Pak. Rupees.



- 14. Prices** Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid,
- 15. Contract Amendments** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 16. Delays in the Supplier's Performance**
- 16.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
- 16.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions obstructing timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 16.3 Except as provided under GCC Clause 19 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 17 unless an extension of time is agreed upon pursuant to GCC Clause 16.2 without the application of liquidated damages.
- 17. Liquidated Damages** Subject to GCC Clause 19, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 18.
- 18. Termination for Default**
- 18.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause

- 16; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
  - (c) If the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

18.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 18.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### **19. Force Majeure**

19.1 Notwithstanding the provisions of GCC Clauses 16, 17 and 18, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

19.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

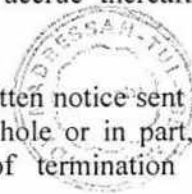
19.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **20. Termination for Insolvency**

20.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the procuring agency.

#### **21. Termination for Convenience**

21.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that





termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

21.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and / or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers

**22. Resolution of Disputes**

Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942.

**23. Governing Language**

The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**24. Applicable Law**

The Contract shall be interpreted in accordance with the SPP Rules 2010 (amended 2013).

**25. Taxes and Duties**

Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

**26. Overriding effect of Sindh Public Procurement Rules 2010 (Amended 2013)**

In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended 2013) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents





**Part-IV**  
**Bid Data Sheet**

The following specific data for "SUPPLY AND FIXATION OF FURNITURE AT AUXILIARY BLOCK SMIU, KARACHI." to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>	
<b>ITB 1</b>	<b>Name of Procuring Agency:</b> Sindh Madressatul Islam University. Tel # 021-99217501-02-03, (Ext: 223,224), Fax: 99217504
	<b>Name of Contract.</b> "SUPPLY AND FIXATION OF CLASS ROOM CHAIRS AT MAIN BUILDING SMIU, KARACHI"
<b>Bid Price and Currency</b>	
<b>ITB 4</b>	FOR Prices quoted by the Bidder shall be " <i>fixed</i> " and in" Pak Rupees"
<b>Preparation and Submission of Bids</b>	
<b>ITB 7</b>	<i>Selection Criteria / Responsiveness criteria:</i> <ol style="list-style-type: none"> <li>1. Bidder should be a Pakistani Company.</li> <li>2. Having local presence in Karachi.</li> <li>3. Comply with specifications mentioned in bidding documents.</li> <li>4. Bidder should have at least 3 project references covering all solution areas written in RFP. Bid should be accompanied with check list.</li> <li>5. Bidder should strictly compliant with technical specification; no optional item will be accepted.</li> <li>6. Bidder should have completed at least 5 projects of similar nature satisfactory.</li> <li>7. The bidder must have at least 5 years of experience in the Supply.</li> <li>8. Income Tax Certificate (NTN) – Active Tax Payer</li> <li>9. GST Registration Certificate.</li> <li>10. Valid Professional Tax Certificate.</li> </ol>
<b>ITB 9</b>	<b>Amount of bid security.</b> 2% of Bid Value
<b>ITB 10</b>	<b>Bid validity period.</b> 90 days
<b>ITB 11</b>	<b>Number of copies.</b> One original - - -
<b>ITB 13</b>	<b>Deadline for bid submission.</b> . . . at . . . PM
<b>ITB 19.1</b>	<b>Bid Evaluation:</b> Lowest evaluated responsive bid



**Part-V**  
**Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

**1. Definitions (GCC Clause 1)**

GCC 1 (g)—The Procuring Agency is: Directorate of Planning & Development SMIU, Karachi.

**2. Performance Security (GCC Clause 4)**

GCC 4—The amount of performance security, as a percentage of the Contract Price, shall be: 3%.

**3. Inspections and Tests (GCC Clause 5)**

Inspection of SMIU shall inspect the procured good and ensure that it meets the tender specifications before its acceptance

**4. Delivery and Documents (GCC Clause 7)**

GCC 10—Supplier shall supply and install the good within 20 Days after signing the contract and shall submit the following.

- (i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Packing List identifying the contents of Supply;
- (iii) Delivery note.
- (iv) Warranty and guarantee certificate;

**5. Warranty (GCC Clause 12)**

The equipment shall bear Standard warranty (with free parts & labor) from the date of installation / acceptance. Upon expiration of warranty, Purchaser at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty period in accordance with terms embodied in Appendix-A hereto

**6. Payment (GCC Clause 13)**

90% of the Contract Price shall be paid upon delivery, and satisfactory Installation, integration and testing of the products at the Project site (s), subject to the production of installation and Operational Acceptance Certificates duly signed by authorized Inspection Committee of SMIU. Remaining 10% will be retained till completion of Warranty / maintenance period of six months from the date of Inspection certificate issued.

**7. Liquidated Damages (GCC Clause 17)**

If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.1 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

**8. Resolution of Disputes (GCC Clause 22)**

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the (SPPR 2010) Amended 2013

**9. Applicable Law (GCC Clause 24)**

GCC 24 Contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh.



**Part-VI**  
**SCHEDULE OF REQUIREMENTS**

The delivery schedule hereafter expressed the date of delivery required.

S. No	Items	Quantity	Time of Delivery from date of	Location of Supply
01.	Armless Chairs	234	Delivery within 40 Days	For Main Building of SMIU

**Note:** specifications and Quantity of above items are attached



**PART-VII**  
**SAMPLE FORMS**

**Form-I**

**Letter of Acceptance**

Date: 5-12-16

To:

Director PAD.

Sindh Madressatul Islam University, Karachi

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five (5) percent of the Contract Price/Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016 \_\_\_\_\_

[signature]



M/S Hasnain Futwala  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of Managers.

**Form-II****Price Schedule in Pak. Rupees**Name of Bidder Hasnain Furniture. IFB Number \_\_\_\_\_. Page of \_\_\_\_

1	2	3	4	5		6	7
Item	Description	Country of origin	Quantity	Unit price		Total	Remarks (if any)
				Words	Figure		
Class Room Chair Fixed PE-M	Chair of 1"x1" square pipe of 16 gauge including powder coating. Frame fixed with floor with metal base steel screwed and nail properly with master molty foam seat & back cover with La Tors elite cushion complete as per specification as mentioned in drawing. Sample approved.	Pakistan	234	Two thousand eighty eight	2988/2	699192/2	

Total Bid amount in words: Six Lacs Ninety Nine Thousand one hundred Ninety Two.Total Bid amount in figure: 699192/2Signature of Bidder 

Note:

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) The unit and total prices Delivered at Sindh Madressatul Islam University., Karachi should include the price of incidental services. No separate payment shall be made for the incidental services.





**Form-IV****Contract Form**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between, *Sindh Madressatul Islam University Karachi*. (Hereinafter called "the Procuring agency") of the one part and [-----] of [-----] (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited bids for certain goods , viz Procurement of \_\_\_\_\_ for \_\_\_\_\_, SMIU, Karachi. has accepted a bid by the Supplier for the supply of those goods in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications.
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring agency's Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

**Form-V****Performance Security Form**

To:

Sindh Madressatul Islam University, Karachi.

WHEREAS [M/s. -----] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated 2016\_\_\_\_ to supply [description of goods and services] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [-----], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guar-antee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signature and seal of the Guarantors

---

[name of bank or financial institution]

---

[address]

---

[date]



Form-VI

## Manufacturer's Authorization Form

To:

Director P&D  
Sindh Madressatul Islam University, Karachi.

WHEREAS [M/s. Hasnain Furniture] who are established and reputable manufacturers of Furniture Home of all kind having factories at Plot No. 168, St 10 Block 9 Bahawal Goth Gullstane Johal

do hereby authorize [name and address of Agent] to submit a bid, and subsequently sign the Contract with you against NIT No. [reference of the Invitation to Bid] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

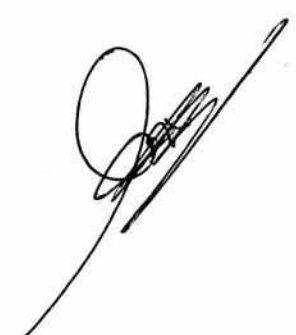




\_\_\_\_\_  
[signature for and on behalf of Manufacturer]

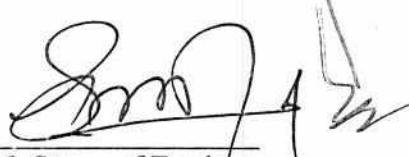


*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

**BILL OF QUANTITIES**  
**FOR SUPPLY AND FIXATION OF CLASSROOM CHAIRS FIXED ARMLESS, SMI UNIVERSITY,**  
**KARACHI.**

S.No.	Description of Works	Quantity	Unit	Rate	Amount
	<b>FURNITURE</b>				
2	<b>CLASS ROOM CHAIR FIXED ARMLESS</b> Providing & fixing of chairs of 1"x1" square pipe of 16 gauge including powder coating frame fixed with floor with metal base strip screwed and nail properly with master molty foam seat and back cover with leatherite cushion complete as per specification and as mention in drawing and details. Sample will be approved before the final product	234	Nos	2988/-	699192/-
	<b>GRAND TOTAL</b>				699192/-

  
 Signature & Stamp of Tenderer  
**Hasnain Furniture**

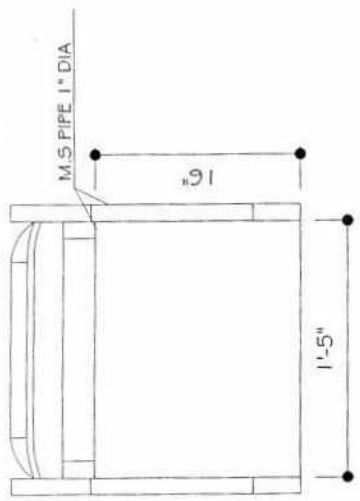
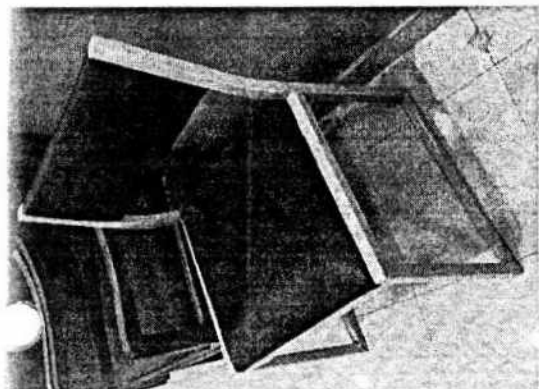
1. Admises -?  
 2. Director's?  
 3. Bait 84?  
 4. Registrar?



**CHECK LIST**

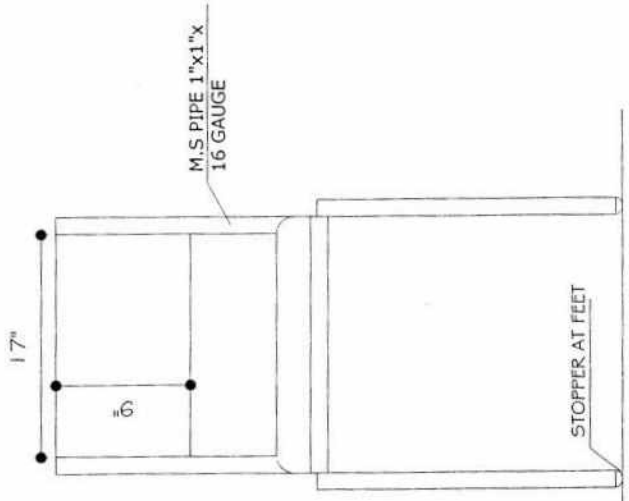
**SUPPLY AND FIXATION OF CLASS ROOM CHAIRS FIXED ARMLESS AT MAIN BUILDING, SMI UNIVERSITY, KARACHI.**

S/No.	Requirement	Yes	No
1	Registration certificate of Sindh Revenue Board (as the case may be)	✓	
2	Registration certificate of GST	✓	
3	Certificate of SNTN/ NTN	✓	
4	Three years related Experience along with supply documents & completion certificate	✓	
5	Bank Statement and Income Tax return for the last Three years	✓	
6	CNIC of the proprietor (attested copy)	✓	
7	Affidavit on stamp paper that the firm is not black listed	✓	

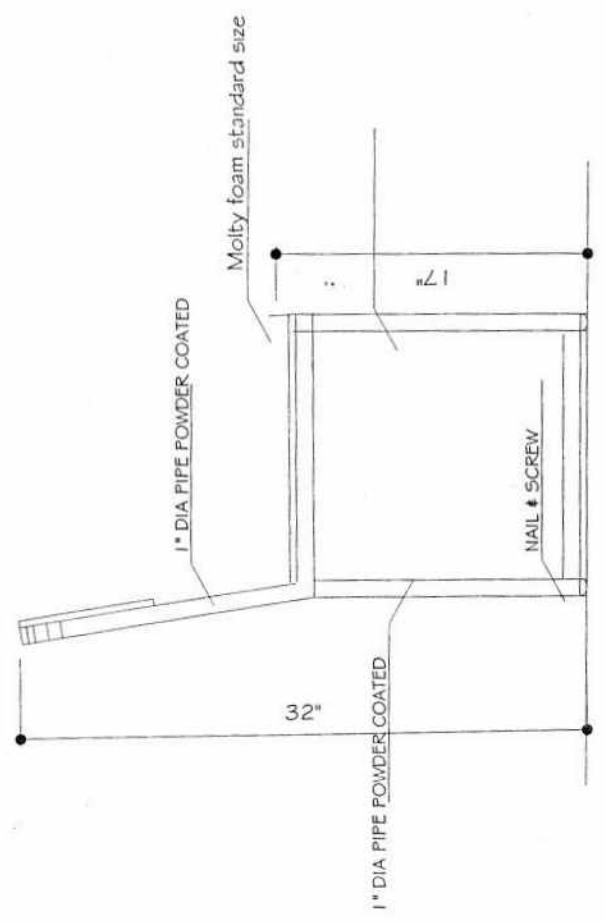


PLAN

(ISOMETRIC VIEW)



FRONT ELEVATION



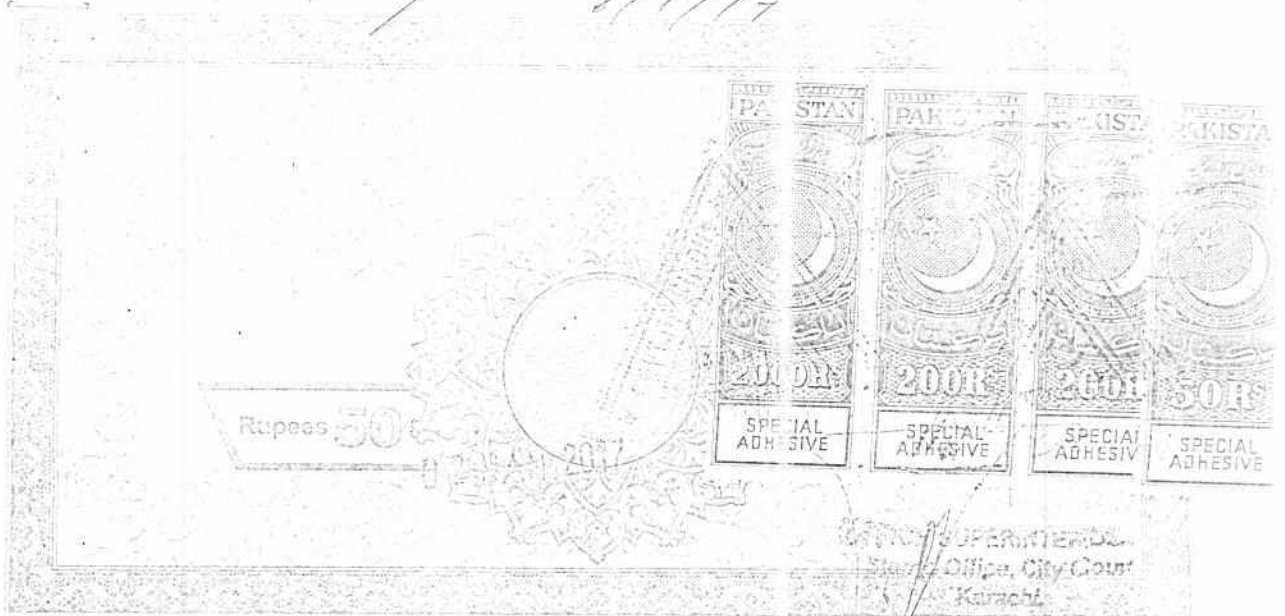
SIDE ELEVATION

No.	Date	Revision	TITLE
01	13-11-16		CLASS ROOM CHAIR FOR MAIN BUILDING
02			
03			
04			

Scale	NTS	PROJECT
Date	NOV 2016	SMIU
Tender. No.	AR-16	MAIN BUILDING



7-480/ 330  
27/1/17



ABUL LATIF RAMI STAMP VENDOR  
 Lic # 120, 1st Bahawal Manzil  
 P.O. Box # 1234, Saddar, Karachi.

02 JAN 2017

03 JAN 2017

4603  
 Muhammad Sharif An

*(Signature)*  
 \_\_\_\_\_  
 \_\_\_\_\_

### CONTRACT AGREEMENT

This AGREEMENT is made and executed here at Karachi on this 3<sup>rd</sup> day of January-2017 by and between the **Sindh Madressatul Islam University, Karachi**, (party of the first part herein after called the "Purchaser") and **M/S. HASNAIN FURNITURE**, party of the second part herein after called the "Contractor") including their successors and Assignees.

Whereas the purchaser has accepted a tender submitted by the "Contractor" for execution of Supply and fixation of Classroom, Chairs at Main Building SMU Karachi, within given time period in work order. Time period can be extended due to any unforeseen reason. Total values of the Work orders sum of Rs.699,192/- (hereinafter called "the Contract Price").

#### **NOW THIS AGREEMENT SITNESSED AS FOLLOWS**

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract herein after referred to as the "Contract".

**Hasnain Furniture**

2. The following document which for the purpose of identification have been signed by Mr. Ghulam Hussain Memon, on behalf of the Contractor and by Executive Engineer SMI-University.

Proprietor



On behalf of the Purchaser all of which shall be deemed to form and be read and constructed as part of this Agreement viz.

- (a) Articles of Agreement / Contract Agreement.
- (b) Instruction to bidders.
- (c) Condition of Contract / Terms & conditions as per SMIU work order.

SMIU/DPD&S/2017-620

- (d) Agreement with all Annexure duly filled in,
- (e) The Specifications of Equipment.
- (f) Bill of Quantities with price.
- (g) Running bills on completion of part job after satisfactorily will be allowed.

3. In consideration of the payments to be made by the Purchaser to the contractor the contractor hereby covenants with the Purchaser to Supply and deliver the brand new and Latest equipment along with its installation and commissioning to the satisfaction of Authorities of SMIU, in conformity in all respects with the provisions of the contracts.


4. The Purchaser hereby covenants to pay the Contractor / Supplier in consideration of the Supply and delivery of the equipment the Contract Price in the manner prescribed by the contract and SMIU Work Order SMIU/DPD&S/2017-620

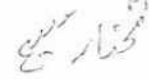
IN WITNESSES THEREOF the parties have hereunto set their respective hands and seal the Day month and year first above written.

**ALI GOHA LARIK**  
Executive Engineer (Civil)  
Sindh Madressatul Islam  
University Karachi  
**(PURCHASER)**

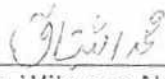
**Hasnain Furniture**  
  
**(CONTRACTOR/SUPPLIER)**

WITNESSES:

  
**(Purchaser's Witness No.1)**  
Yasir Javed

**Hasnain Furniture**  
Proprietor  
  
**(Contractor's Witness No.1)**

  
**(Purchaser's Witness No.2)**

  
**(Contractor's Witness No.2)**





# Hasnain Furniture

General Order Supplier & Govt. Contractor

Ref. # 353

Date : 2nd - JAN - 2017

To,  
The Executive Engineer  
SMI University Karachi

Subject: **Notification of award of contract for the work of Supply and fixation of Class-Room, Chairs at Main Building SMIU, Karachi.**

Respected Sir,

With reference to your office letter No. SMEU/DPDES-16-618, dated 30-12-2016, regarding above subject. It is to inform you that we accept your notification for award of contract and enclosed herewith contract agreement with adhesive stamp @0.3.5% of the total contract price Rs.699,192/- @ 0.3.5% Rs.2450/- looking forward for furniture process.