

ISSUED TO: _____

ISSUED ON: _____



Bidding Documents

Procurement of Twenty Four Inverter Split Air Conditioning Units

Section – I Invitation for Bids (IFB)/ Notice Inviting Tender

No. DUET/PO/SPLIT-AC/2016

NOTICE INVITING TENDER

Sealed bids are invited from experienced well reputed and sales tax / income tax registered firms/manufactures and authorized dealers for Supply, installation & functioning of Inverter Split Air Conditioning Units for Strengthening of DUET along with **5% bid security** in the shape of pay order / bank draft in the name of Dawood University Of Engineering And Technology, Karachi.

Method of Procurement: Single Stage – One Envelop Procedure as per SPP Rule 46(1).

Bidding / Tender Documents:

Tender Documents can be obtained from the office of the undersigned during office hours against the paid challan /pay order / bank draft of **Rs. 500/- (Non-Refundable)** in favour of Dawood University Of Engineering And Technology, Karachi. The Tender Document can also be downloaded from the University website (www.duet.edu.pk) and the SPPRA website (www.pprasinhd.gov.pk)

Issuance of Tender Documents:

Tender Documents will be issued from **18-08-2016 to 05-09-2016 (11:30 am)**

Date & Time of submission: **05-09-2016 (01:00 pm)**

Date & Time of Opening: **05-09-2016 (02:00 pm)**

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

Under following conditions Bid will be rejected:

- i. Conditional and telegraphic bids/tenders
- ii. Bids not accompanied by bid security
- iii. Bids received after specified date and time
- iv. Black listed firms (Non Black list affidavit must be provided on stamp paper)
- v. Manufacturer Authorization / Dealership Certificate not provided

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

**PROCUREMENT OFFICER
DUET, KARACHI**

Section II- Instructions to Bidders (ITB)

1. **Scope of Procurement:** The Bids are invited for “**Supply, installation, Operational of 24 Nos Invertor Split Air Conditioning Units.** The successful bidder will be required to supply best quality of the required goods to DUET as per terms and conditions specified in this bidding document.
2. **Eligibility to Bid:** Income Tax & GST Registered Firms only
3. **Qualification of the Bidder/Service Provider:** To qualify for award of the Contract, a Supplier/Service Provider shall meet the requirements specified in the commercial compliance in Section IV. Bid must be provided along with prescribed Bid Form, duly completed, signed and stamped along with Bid Security as specified in this IFB.
4. **Contents of Bidding Documents:** The set of Bidding Documents comprises the Sections listed below:

Section I	Invitation for Bids (IFB) /NIT
Section II	Instructions for Preparing Bid
Section III	Specification & Schedule of Delivery
Section IV	Evaluation / Qualification Criteria
Section V	Sample Forms
	a. Bid Form
	b. Price Schedule Form
	c. Performance Security Form
	d. Contract Agreement Form
Section VI	General Condition of Contract
Section VII	Special Condition of Contract
5. **Documents Comprising the Bid:** The Bid submitted by the Bidder shall comprise the following documents:
 - i. Bid Form (as per sample attached)
 - ii. Qualification and Experience Information as per qualification criteria and other information related to the product/item/goods (Technical Brochure which describes the product/item/goods.
 - iii. Copies of Taxation Documents
 - iv. Bid Security
 - v. Documentary Evidence of Similar Supplies and Experience
 - vi. Brochures of items to be supplied
6. **Bids:** Prices shall be quoted entirely in Pak Rupees inclusive of all applicable taxes. The Bidder shall fill in the rate and prices for the required items, described in this document. All duties, taxes and other levies payable by the bidder shall be included in the rates, prices, and total bid submitted by the bidder.
7. **Validity of Bid.** The Bid price shall remain valid for the period of ninety (90) calendar days counted from the date of submission of the Bid specified in Clause 11 below. The Procuring Agency may request the Bidders to extend the period of validity for a specified additional period.

The Procuring Agency's request and the Bidders responses shall be made in writing or by fax or by email. A Bidder may refuse the request for extension of Bid validity in which case he may withdraw his Bid without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Bid.

8. **Language of the Bid:** All documents relating to the Bid and contract shall be in the English language.

9. **Preparation and Sealing of Bid:** The Bidder shall prepare one original of the documents comprising the Price Bid as described in Clause 5 above, with the Form of Bid, and clearly marked - **Original**. In addition, the Bidder shall also submit one copy in separate envelop which shall be clearly marked as - **COPY**. In the event of discrepancy between them the original shall prevail. The original and the copy of the Price Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Bid where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Bid. The envelopes containing Bid should be duly sealed, bearing the IFB/NIT number and the subject as **"For Supply, Installation & Commissioning, of Inverter Split Air Conditioning Units"** shall be addressed to the Procuring Agency at the address provided above and shall provide a warning not to open before the specified time and date for Bid opening as defined in Invitation to Bid. If the envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

10. **Bid Security:** The amount of Bid Security shall be 5% of the bid price payable in the form of a **Bank Draft / Payment Order** in favor of Dawood University of Engineering & Technology (DUET), Karachi. Bid Security will stand forfeited in case the successful bidder fail to comply the execution of required services/supply. Bid Security of successful bidder will be released after signing of the Contract and submission of performance bond. Bid Security of unsuccessful bidder will be released as per SPP Rules 2010.

11. **Place and Deadline for Submission of Bid:** The Bid shall be delivered to the Procuring Agency **NOT LATER than 05-09-2016 (01:00 pm) at the address given in IFB/NIT**. Any Bid received by the Procuring Agency after the deadline prescribed in this clause will be returned unopened to the Bidder.

12. **Modification and Withdrawal of Bid:** No Bid shall be modified after the deadline for submission of Bid specified above in Clause 11. Withdrawal of a Bid between the deadline for submission of Bid and the expiration of the validity of the Bid as specified in Clause 7.

13. **Opening of Bid:** The Procuring Agency's nominated Committee will open the Bids, including modifications, in the presence of the Bidders' representatives who choose to attend, at **05-09-2016 (2:00 pm) at the address given in IFB/NIT**. The Bidders' names, the Bid prices, the total amount of each Bid, any discounts, and Bid modifications and

withdrawals will be announced by the Procuring Agency nominated Committee at the time of Bid opening.

14. Process to be Confidential: Information relating to the examination, clarification, evaluation and comparison of Bid and recommendation for the contract award shall not be disclosed until the award to the successful Bidder has been announced. Results of the bid evaluation will be made known in due course bidders are advised not to approach Procuring Agency. Any attempt to influence the process of evaluation will lead to rejection of bid.

15. Evaluation and Comparison of Bid: Upon technical and commercial compliance with requirements the Procuring Agency will award the Contract to the Bidder who has offered the lowest evaluated bid. In evaluating the bid, the Procuring Agency will determine for each proposal the evaluated Bid by adjusting the Bid by making any correction for any arithmetic errors as follows:

- a. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- b. where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern or as per SPP Rules 2010 (amended in 2013)
- c. if a Bidder refuses to accept the correction, his Bid will be rejected.
- d. Conditional, incomplete bid or bid without Bid Security shall not be accepted; Bids received after the closing date and time will also be rejected.

16. Procuring Agency's Right to Accept Any Bid and to reject any or all Bids under the Provision of SPP Rules 2010 (amended in 2013):

The Procuring Agency reserves the right to accept or reject any Bid, and to cancel the process of competition and reject all Bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Procuring Agency's decision.

17. Procuring Agency's Right to Increase or Decrease Quantities: The Procuring Agency, reserves the right to increase or decrease quantities of supplies under the provision of SPP Rules 2010 (amended in 2013)

18. Notification of Award and Signing of Contract: Results of evaluation would be known in a reasonable time, Bidders are instructed not to approach the Procuring Agency after opening of Bids until the finalization of award. The Bidder who's Bid has been accepted will be notified of the award by the Procuring Agency prior to the expiration of the validity period of the Bid, by Courier/registered letter. This letter will state the sum that the Procuring Agency will pay the Bidder in consideration of the supply, installation, and commissioning of the Supplies by the Bidder as prescribed by the Contract. The written notification of award will constitute the formation of the Contract.

19. **Performance Security:** Within Seven (07) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the performance security 10% for amount as per the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring Agency.

20. Signing Of the Agreement

Within 03 days of the issuance of the Award of Contract /Purchase Order /Supply Order the successful bidder will be required to sign a Contract Agreement (duly affixed by stamp duty 0.30% to be paid by supplier) with the Procuring Agency (i.e., The DUET Karachi) for the supply of such quantity in whole or in part of the tendered stores as clarified in the letter of intent / Purchase Order.

BILL OF QUANTITIES / SCHEDULE OF REQUIREMENT

BILL OF QUANTITIES / SCHEDULE OF REQUIREMENTS

Sr. #	Description	Quantity	Required Delivery Schedule from the Date of Supply Order
01	1.5 Ton Inverter Split Air Conditioning Units	14	15 Days
02	2 ton Inverter Split Air Conditioning Units	10	15 Days

Signature & Seal of Bidder _____

Date _____

Section – IV Qualification / Evaluation Criteria (Yes / No Basis)

Sr No.	Details	Yes / No
01	Valid GST / NTN / Income Tax registration certificates	
02	Non blacklisted Affidavit Certificate on stamp paper of Rs. 50/-) that the firm is not black listed from any Government / Semi – Government Organization / Department & Universities	
03	List with contact details of last three years' experience in providing similar equipment or goods to Government Departments, Universities/Autonomous/Semi-Autonomous bodies, organizations of comparable scale and stature.	
04	At least 05 Certificate of Satisfactory from Govt. /Semi Govt. / Autonomous bodies/ Reputable bank or Multinationals with signature & stamped of the concerned organization / department for providing the same goods/items/software.	
05	Turnover last 03 years of 2.0 Million	
06	Service Centre must be at Karachi	
07	Manufacturer Authorization Certificate or Authorized Dealer Certificate	
08	Bank Statement last 03 years	
09	Warranty	

Section –V Sample Forms

Notes on the Sample Forms:

The **Bid Form and Price Schedule Form**, bidder shall complete and submit with its bid the Bid Form and the Price Schedule pursuant to ITB Clause 11 and in accordance with the requirements included in the bidding documents. The bidder should provide the Bid Security, in the form acceptable to the Procuring Agency , pursuant to ITB Clause 10

The **Contract Form**, will be required to be submitted by the successful bidder, after the contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 17 and GCC Clause 9, acceptable deviations (e.g. payment Schedule pursuant to GCC Clause 6, spare parts pursuant to GCC Clause 8 or quantity variations pursuant to ITB Clause 17) the Price Schedule and Schedule of Delivery deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** should not be completed by the bidders at the time of their bid preparation/submission. Only the successful bidder will be required to provide the Performance Security (Bank Guarantee) in accordance with the form indicated herein or in another form acceptable to the Procuring Agency , pursuant to GCC Clause 5 read with SCC Clause 3.

The **Manufacturer's Authorization** form should be completed by the manufacturer, as appropriate, pursuant to ITB Clause 2

Bid Form
(On firm's letterhead)

Date: _____

Procuring Agency,

Dear Sir:

Having examine the entire contents of bidding documents we offer to execute the Contract for **“Supply, installation, commissioning & functioning of 24 Inverter Split Air Conditioning Units”** in accordance with the Conditions of Contract accompanying this Bid for the Contract

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to Ten (10) percent of the Contract Price for the due performance, in the form prescribed by the Procuring Agency.

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.

Authorized Signature:	_____
Name and Title of Signatory	_____

Name of Bidder:	_____
Address:	_____

Phone Number:	_____
Email:	_____
Fax Number, if any:	_____

Price Schedule Form (in Pak Rupees)

Name of Bidder _____
IFB No. _____

Sr. #	Description	Country of Origin	Quantity	Unit Cost (Incl. of all taxes)	Total Cost Delivery Duty Paid/Incl. all taxes
1	2	3	4	5	7

1. Delivery shall be made with in 15 after contract award/supply order.
2. Successful bidder shall be responsible for Supply, installation, commissioning, Functioning and maintenance at DUET premises.
3. Successful bidders shall provide free of cost replacement of parts and maintenance services during the period of **Warranty**.
4. In case of discrepancy between unit price and total the unit price shall prevail under provision of SPP Rules 2010 (amended in 2013)
5. The unit and total Delivered Duty Paid (DDP) / Ex-Warehouse Price (EXW) prices should include the incidental services (if any) and all taxes. No separate payment shall be made for the incidental services.

Note:

Price Schedule Form shall be properly filled, signed and stamped by the Bidder.

Signature & Seal of Bidder _____

Date _____

PERFORMANCE SECURITY FORM
(Bank Guarantee)

To:

DUET, Karachi.

WHEREAS [name of Supplier] (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 [amount of the guarantee in words and figures], 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 guarantee] 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 _____ 2016.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

CONTRACT AGREEMENT FORM
Contract Agreement

THIS AGREEMENT made the ____ day of _____ 201 ____ between Dawood University of Engineering & Technology (DUET) (hereinafter called —the Procuring Agency I) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called —the SupplierI) of the other part:

WHEREAS the Procuring Agency invited bids for certain goods and ancillary services, viz., [Tile of Procurement. and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called —the Contract Pricel).

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.:
 - i. General Conditions of Contract;
 - ii. Special Conditions of Contract;
 - iii. Appendices;
 - Appendix1: Specifications / Requirements
 - Appendix2: Supplier's Bid (Bid Form & Price Schedule submitted by the bidder)
 - Appendix3: Notification of Award
 - Appendix4: Acceptance Letter
 - Appendix5: Performance Security (where applicable)
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)

Witness 1:

Witness 2:

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

Witness 1:

Witness 2:

Section -VI General Conditions of Contract (GCC)

1. **Definitions:** Boldface type is used to identify the defined terms
 - a. **The Contract** is the Contract between the Procuring Agency and the Service Provider to execute, complete, and maintain the Supplies as specified in the Form of Contract or in other sections of the Contract.
 - b. The Procuring Agency **I** means the organization purchasing the Goods, as named in Form of Contract
 - c. **The Supplier** is a person or corporate body whose Quotation to carry out the Supplies has been accepted by the Procuring Agency and is named in the Form of Contract
 - d. **The Supplier's Quotation** is the completed document (Invitation to Quotation together with attachments) submitted by the Supplier to the Procuring Agency.
 - e. **The Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
 - f. **Days** are calendar days; **months** are calendar months.
 - g. **A Defect** is any part of the Supplies not completed in accordance with the Contract.
 - h. **Specification** means the Specification of the Supplies included in the Contract and any modification or addition made or approved by the Procuring Agency.
 - i. **The Site** is stated in SCC: where supplies are to be made on working day except Sunday at Supplier's expense
2. **Scope.** The Supplier would provide supplies as stated in the Schedule of Requirements or any other requirements pursuant to GCC-9 hereto, during the period of the contract.
3. **Communications.** Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered to addresses specified in Form of Contract
4. **Language and Law.** The Contract shall be in the English language. The law governing the Contract shall be the applicable law(s) of the Government of Islamic Republic of Pakistan and other requirements as listed at SCC.
5. **Performance Security:**
 - 5.1 Within Seven (07) days 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.
 - 5.2 The proceeds of the performance security shall be payable to the Procuring Agency as compensation for any loss resulting

from the Service Provider's failure to complete its obligations under the Contract.

5.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be an unconditional bank guarantee issued by a reputable bank located in the Procuring Agency's country, in the form provided in the bidding documents

5.4 The performance security will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days after the completion of the Contract fulfilling all the obligations.

6. **Payments.** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

6.1 The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Job delivered and upon fulfillment of other obligations stipulated in the Contract.

6.2 Payments shall be made promptly by the Procuring Agency, but in no case later than fifteen (45) days after submission of an invoice or claim by the Supplier in accordance with mode of payments as mentioned in contract agreement.

6.3 **Advance payment is not allowed.**

7. **Taxes.** The Supplier is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan. Production of Sales Tax Invoice would be mandatory for receiving payments under contract.

8. **Price Adjustment.** Prices charged by the Supplier for Job delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC

9. **Change Orders**

9.1 The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- a. quantities, or specifications;
- b. the place of delivery; and/or

9.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier receipt of the Procuring Agency's change order.

10. **Amendment.** Subject to GCC Clause 9, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties
11. **Warranty.**
As specified in the Clause 6 of SCC.
12. **Inspections & Tests**
12.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the quality of the services, to confirm their adherence 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.

12.2 The inspections and tests may be conducted at point of delivery or at the final destination. If conducted, all reasonable facilities and assistance shall be provided at no charge to the Procuring Agency.
13. **Supplier's Risks.** The risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the Supplies, materials and equipment) are Supplier's risks.
14. **Liquidated Damages.** Subject to GCC Clause 16, if the Supplier fails to deliver goods as specified in the Contract, timely, the Procuring Agency shall, without prejudice to its other remedies Under 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 performance 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 24.
15. **Quality of Services:** No variation in quality/substance etc. from specifications/requirements will be allowed. In case of delayed/unsatisfactory performance or non-performance, Bidder Performance security shall be forfeited which may lead to the termination of the contract in part or in full. The Procuring Agency will recover the cost of job with substandard quality i.e. other than specifications/requirement, from accrued payments.
16. **Force Majeure:**

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.

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.

events beyond that party's control, such as Wars and acts of God such as earthquakes, floods, fires, etc.

17 Termination.

17.1 Termination for Default. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, 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
- (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, as defined at Rule 19 of PPR2004, in competing for or in executing the Contract.
- (d) if the Supplier becomes bankrupt or otherwise insolvent

17.2 Termination for Convenience. 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 Service Provider under the Contract is terminated, and the date upon which such termination becomes effective

18. Resolution of Disputes: The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

19. **Extension of Contract:** One month before the expiry of the contract period, both the parties with mutual agreement, can renew or extend the contract.
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Section -VII Special Conditions of Contract (SCC)

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 (i)—The Procuring Agency 's site is:
Dawood University of Engineering & Technology (DUET), Karachi.
New M.A Jinnah Road, Karachi.

2. Applicable Law & Language (GCC Clause 4)

GCC 4- The other legislative requirements are as follows:
The Employment of Children (ECA) Act 1991
The Sindh Public Procurement Act 2009
The Bonded Labor System (Abolition) Act of 1992
The Factories Act 1934

3. Performance Security (GCC Clause 5)

10% percent of the Contract price

4. Payment (GCC Clause 6)

The method and conditions of payment to be made to the supplier, under this contract shall only be in Pak Rupees, 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods has been delivered and that all contracted services have been performed.

Note. All payments shall be made upon acceptance / Satisfactory Report by DUET respective section / wing on satisfactory completion of work.

5. Price Adjustment (GCC Clause 8)

GCC 8—Prices shall be adjusted if following conditions exists:

5.1 Change in legislation insofar it directly impacts the prices from the level they existed 15 days prior to the Bid opening.

6. Warranty (GCC Clause 11)

The supplier will provide full support during the one year (12) warranty period including repair and replacement of all the supplies, hardware and associated parts and components replacement without any cost to Procuring Agency in case of any failure, except any damage caused by the fire or disaster event.

7. Liquidated Damages (GCC Clause 14)

Subject to Clause 14 herein, if the Supplier fails to deliver the goods or perform the services within the time 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 0.5 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 Procuring Agency may consider termination of the contract.

8. Resolution of Disputes (GCC Clause 18):

The dispute resolution mechanism to be applied pursuant to GCC Clause 18 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country under the provisions of SPPRA Rules 2010 (amended 2013) of the Rules 31, 32, 33 & 34.

BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section II.

ITB 1	14 1.5 Ton Inverter Split Air Conditioning Units 10 2.0 Ton Inverter Split Air Conditioning Units
ITB 2	Eligibility to Bid: Income Tax & GST Registered Firms
ITB 3	<p>Qualification of the Bidder/Service Provider:</p> <p>The Bidder shall submit the required documents as per the Qualification/ Eligibility Criteria provided in the bidding documents on Page 09 i.e.</p> <ol style="list-style-type: none"> 1. Valid GST / NTN / Income Tax registration certificates 2. Non blacklisted Affidavit Certificate on stamp paper of Rs. 50/-) that the firm is not black listed from any Government / Semi – Government Organization / Department & Universities 3. List with contact details of last three years’ experience in providing similar equipment or goods to Government departments, Universities/Autonomous/Semi-Autonomous bodies, organizations of comparable scale and stature. 4. At least 05 Certificate of Satisfactory from Govt. /Semi Govt. / Autonomous bodies/ Reputable bank with signature & stamped of the concerned organization / department for providing the same goods/items/software. 5. Turnover last 03 years of 2.0 Million (Attach Proof) 6. Service Centre must be at Karachi 7. Manufacturer Authorization Certificate / Authorized Dealership Certificate 8. Bank Statement last six months
ITB 6	<p>Bid Price:</p> <p>Price Shall be quoted in Pak Rupees inclusive of all applicable taxes</p>
ITB 7	<p>Validity of Bid:</p> <p>Bid shall be valid for the period of ninety (90) calendar days counted from the date of submission of the Bid</p>
ITB 8	<p>Language of Bid:</p> <p>Language of Bid shall be in English</p>

ITB 9	Bidder shall submit One Original & One Copy of Bid
ITB 10	Bid Security: 5% of quoted Price in shape of Bank Draft /Pay Order / Demand Draft in favor of Director Finance, DUET, Karachi
ITB 11	Place and Deadline for Submission of Bid: Place: Conference Room, Dawood University of Engineering & Technology (DUET), Karachi Date: 05-09-2016 , Time: 01:00 pm Contact: 021-99232381, FAX: 021-99230710
ITB 13	Opening of Bid (Place, date & time) Venue: Dawood University of Engineering & Technology (DUET), Karachi Date:05-09-2016, Time: 02:00 pm Contact: 021-99232381, FAX: 021-99230710
ITB 19	Performance Security: The successful Bidder shall furnish the performance security 10% in shape of Bank Guarantee /Pay Order / Demand Draft within 07 Days of the receipt of notification of award.
ITB 20	Contract Agreement shall be signed within 03 days after the receipt of award of contract. Stamp duty 0.3% (or at Govt. applicable rates) of total amount to be paid by supplier.