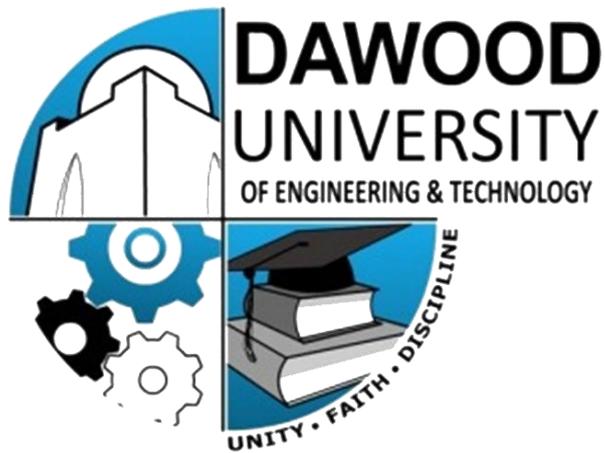


ISSUED ON: _____

ISSUED TO: _____

**DAWOOD UNIVERSITY OF ENGINEERING
AND
TECHNOLOGY (DUET), KARACHI**



TENDER DOCUMENTS
PROCUREMENT OF DRAWING
BOARDS/TABLES/FURNITURE

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS

1. **BIDS:**
Rates shall be for the supply of material described in the Schedule of Requirements / Bill of Quantities at DUET Karachi, meeting the following conditions;
- 1.1 Bids should remain valid for 90 days from the date of the opening of tenders failing which their offer will not be considered.
- 1.2 Telephone/telex/fax/telegraphic tenders shall not be entertained / returned.
- 1.3 Bidders must have an Office / workshop for wooden Works at Karachi.
- 1.4 After opening of tenders no change is allowed to be made in the tender documents.
- 1.5 All Govt. applicable taxes (if any) including GST should be included in the quoted price.
- 1.6 All the information provided in the bid should also be adequately supported by relevant documents and technical brochures. Bidders may attach documents highlighting the competitive edge and unique features of their proposals.
- 1.7 Incomplete tenders will not be acceptable.
- 1.8 The DUET Authority reserves the right to accept or reject any or all the bids or increase or decrease the quantity of equipment/items subject to relevant provision of SPPRA Rules 2010.
- 1.9 In case of agents bidding for the tender, they must enclose original Proforma Invoice/Fax copy/Quotation from their Principals failing which their offers may be ignored.
- 1.10 **The agent must submit following documents along with their offer failing which their offer will be rejected:**
 - 1.10.1 Manufacturer Authorization Certificate if SUB CONTRACTOR /SUPPLIER
 - 1.10.2 In Case of Proprietor / Proprietorship Certificate must be provided.
 - 1.10.3 List of Technical/Engineering Staff with designation.
 - 1.10.4 List of Similar Services Provided to any Govt. /Semi Govt. or reputed pvt. Company along with satisfactory report of concerned departments.
 - 1.10.5 List of clients with contact details.
 - 1.10.6 *The bidder has to provide certificate that all material/equipment/items/software are as per required standard & at Latest version and as per specification provided by the Procuring Agency.*
 - 1.10.7 Non-Black List Affidavit / Undertaking (confirming that bidder has never been black listed from any Government/Semi Government organization).
 - 1.10.8 Bidder should propose all equipment strictly compliant with technical specification; no optional item/material will be accepted.
 - 1.10.9 Each and Every Page must be signed & stamped by the bidder.
 - 1.10.10 Form of Tender must be filled properly and shall be signed & Stamped by the Bidder/Contractor/Supplier **(Annexure A)**

2. BID SECURITY

The bidder should submit their bid along with a Pay Order/Demand Draft i.e. 5% of the Tender Cost as Earnest Money in the name of Dawood University Of Engineering & Technology (DUET), Karachi and valid for 28 days beyond the validity of the bid.

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

2.2 The bid security may be forfeited;

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

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

(i) to sign the contract

(ii) to furnish performance security

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

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

3. PERFORMANCE SECURITY

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

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

4. INSURANCE(Where applicable)

Offer should be exclusive of Insurance Charges

5. ALTERNATIVE PROPOSALS

If any bidder submits alternative proposal (s), complete information on alternative equipment/items/software should be submitted on separate Bidding Documents along with separate Bid security.

6. VALIDITY OF PRICES

The prices quoted should be valid for a period of at least 90 days from the date fixed for opening of tenders

7. SIGNING OF THE AGREEMENT

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

8. BREACH OF CONTRACT

In case of breach of contract, the damages suffered by the Purchaser shall be recovered to the full extent from the Contractor's Performance Bond.

9. DEFAULT-LIABILITY OF CONTRACTOR

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

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

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

9.4 In the event the Purchaser terminates the contract in whole or in part, the Purchaser reserves the right to purchase upon such Product/equipment/items and in such a manner, as he may deem appropriate. Equipment/items similar to the one terminated and the Contractor will be liable to the Purchaser for liquidated damages for delay until such reasonable time as may be required for the final supply of equipment/items.

10. REJECTION

In the event any portion of the stores supplied by the contractor is found to be defective in material or workmanship or otherwise not in conformity with the requirements of the contract and approved sample provided to supplier after award of contract, the Purchaser shall have the right either to reject or request in writing for rectification of the stores, then the Contractor shall with utmost diligence and at his own expense correct the same or replace the defective stores. If the Contractor fails to do so, the Purchaser either:

(i) Opt to replace or rectify such defective stores and charge to the Contractor the excess cost occasioned to the Purchaser plus (15%) fifteen percent.

(ii) In the event the Contractor is not able to rectify or replace the rejected stores within reasonable time, the Purchaser reserves the right to acquire the said stores at a reduced price considered equitable under the circumstances. Nothing in the clause shall affect any claim by the Purchaser under any clause of the Terms & Conditions.

11. DELAY IN DELIVERY- LIQUIDATED DAMAGES

11.1 If the Contractor fails to deliver the equipment/items with the time laid down in the Contract Agreement or any extension thereof, there shall be a deduction from the Contract Price, as liquidated damages, a sum of 0.5% per day of total value or a part of the contract price of each unit of the undelivered stores for each calendar month of delay. Total liquidated damages payable to the Purchaser shall not in any case exceed by five percent (5%) of the Contract Price of the unit or units so delayed and such deduction shall be in full satisfaction of the Contractor's liability for the said failure. The amount will be recovered from the Local Agent's Commission/Performance Bond.

11.2 Should the progress of the contract at any time be lagging behind the programme agreed between the Purchaser and the Contractor, the Purchaser shall notify the Contractor in writing and the Contractor shall thereupon take such steps as he deems fit to expedite the progress of the Contract.

12. PERIOD OF GUARANTEE

- 12.1 The term period of Guarantee shall mean the period of twelve (12) months or as per manufacturer standard warranty , from the date on which the equipment / items have been put into operation.
- 12.2 During the period of guarantee the Contractor shall remedy all defects in design materials and workmanship that may develop under normal use of the said stores upon written notice from the Purchaser who shall indicate in what respect the equipment/items is faulty.
- 12.3 The provisions of this clause included all the expenses that the Contractor may have to incur for delivery of such replacement parts, material of equipment/items up to Purchaser's premises.
- 12.4 Item should be added and read as follows" In case of any differences of Guarantee period, the decision of the Procurement agency shall be FINAL under the provision of SPP Rules 2010 (amended in 2013)

13. ACCEPTANCE TERMS

The submission of the tender against the tender inquiry by the Bidder means that the Bidder has read and accepted the terms and conditions relating to all the tender document and annexure(s) and has thoroughly examined the specifications and particulars in the tender inquiry.

14. DISQUALIFICATIONS

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

- 14.1 Technical details/brochures and literature pertaining to the offered equipment/items are not attached.
- 14.2 Tenders are submitted without the required earnest money (i.e. 5%) & nonrefundable tender fee i.e. Rs. 1000/- in favor of DUET, Karachi
- 14.3 Offers are received after specified date and time.
- 14.4 Specification and other requirements are not properly adhered to or manufacturer's brochures show specifications different from those given in the proposal.
- 14.5 Authorized dealership certificate from the principal is not attached.
- 14.6 Income Tax & GST & SRB (Where applicable)** certificate is not attached.
- 14.7 If any other major discrepancy found in the proposal.
- 14.8 If head office, workshop/factory is not in Karachi.
- 14.9 Please see other details i.e. QUALIFICATION OR DISQUALIFICATION FOR SUBMISSION OF BIDS: on Page 16)

15. DELIVERY SCHEDULE

- 15.1 Delivery would be made within 07 Days after Signing of Contract or issuance of Supply Order.

16. DISQUALIFICATION OF SUPPLIERS.

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

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

17. CANCELLATION OF BIDDING PROCESS:

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

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

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

18. CONFIDENTIALITY:

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

19. PAYMENT

19.1 Payment shall only be released within 30 days only against original invoice, Delivery of required items/Products/Material/Services and a **SATISFACTORY REPORT (must be attached)** which is to be issued by the DUET Authorized representative / Head of the Department / Procurement Committee that all contractual services has been performed accordingly/as per Supply Order. No

19.2 Part Payment is not allowed.

BIDDING DATA SHEET

Scope of Procurement:	Scope of Procurement: PROCUREMENT OF DRAFTING BOARDS/TABLES/FURNITURES FOR DEPARTMENT OF ARCHITECTURE & PLANNING AND TELECOMMUNICATION ENGINEERING DEPARTMENT, DAWOOD UNIVERSITY OF ENGINEERING & TECHNOLOGY (DUET), KARACHI
Eligibility to Bid	Income Tax & GST Registered Firms only
Bid Price	Bid Price: Price Shall be quoted in Pak Rupees inclusive of all Govt. (applicable) taxes
Validity of Bid	Validity of Bid: Bid shall be valid for 90 Days
Language of Bid	Language of Bid: Language of Bid shall be in English
Submission of Bid	Bidder shall submit One Original
Bid Security	Bid Security: 5% of quoted bid Price in shape of Bank Draft /Pay Order / Demand Draft in favor of Dawood University of Engineering & Technology(DUET), Karachi
Place and Deadline for Submission of Bid:	Place and Deadline for Submission of Bid: Procurement Section, Dawood University of Engineering & Technology (DUET), Karachi Date: 31-01-2017 , Time: 02:00 pm
Opening of Bid (Place, Date & Time)	Opening of Bid (Place, date & time) Venue: Seminar Hall, Dawood University of Engineering & Technology (DUET), Karachi Date: 31-01-2017, Time: 02:30 pm
Performance Security	Performance Security: The successful Bidder shall furnish the performance security 05% in shape of Bank Guarantee /Pay Order / Demand Draft within 07 Days of the receipt of notification of award.
Signing of Contract Agreement	Contract Agreement shall be signed within 03 days after the receipt of award of contract with stamp duty 0.30% to be paid by supplier

CONTRACT AGREEMENT

THIS CONTRACT is made at _____ on _____ day of _____ 2017 Between the DUET Karachi (hereinafter called the "Purchaser") of the First Part and M/s a firm registered under the laws of Pakistan and having its registered office at (Hereinafter called the "Supplier") of the Second Part.

WHEREAS the Purchaser invited bids for procurement of equipment/items, in pursuance whereof M/s..... being the supplier/ manufacturer/ authorized Agent of (Item name) in Pakistan and ancillary services offered to supply the required item (s) with in (delivery time) after receipt of letter of Intent/Award of Contract/Supply Order and

Whereas the Purchaser has accepted the bid by the Supplier for the supply of(item name) and services in the sum of Rs.....(amount)- (Rupees.....) cost per unit, the total amount of(quantity of item).....(item name) shall be Rs.....(amount)- (Rupees.....) and shall be delivered with-in 45 days after receipt of letter of Intent/Award of Contract/Supply Order.

NOW THIS CONTRACT WITNESS AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of Tender Form and this Agreement.
2. The following documents form and be read and construed as integral part of this Contract, viz:
 - a) the Tender Form and the Price Schedule submitted by the Bidder,
 - b) the Schedule of Requirements;
 - c) the Technical Specifications;
 - d) the Terms and Conditions of Contract;
 - e) the Purchaser's Notification of Award (Supply order).
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide Equipments/Items and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Equipment/Items and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at the place and shall enter into force on the day and year first above mentioned.

Signed/ Sealed by the

Supplier/ authorized Agent

1. _____

2. _____

Signed/ Sealed by Purchaser

1. _____

2. _____

WARRANTY / GUARANTEE CERTIFICATE (where applicable)

Firm's Name _____

Contract No. _____

1. I/We hereby guarantee that the equipment/items supplied against the above contract are in accordance with the relevant specifications and terms of the contract and that material used. Whether or not of our manufacture are in accordance with the latest approved standard specifications are of good workmanship/quality throughout, and that we shall replace free of cost, every article or part thereof which before use or in use, shall be defective or not within the limits and tolerance of specifications requirements, or in any way not in accordance within the terms of the contract.
2. In case of our failure to replace the defective stores free of cost within the period specified by the purchaser, we will refund the cost involved.
3. The Warranty/Guarantee will remain valid for 12 months after receipt of stores by the consignee/installation of Equipment/Items.

Signature : _____

Name : _____

Status in the firm : _____

Dated : _____

FORM OF TENDER/BID

Contractor/Manufacturer/Supplier

Telegraphic Address : _____
Telephone Number : _____
Fax Number : _____

To,

[Name of Procuring Agency]

Dear Sir,

In response to your invitation to Tender No. _____ dated _____
I/We hereby submit my/our tender in duplicate for the supply of
Equipment/Items/Product as per details given in the schedule hereto duly signed by us
or such portion thereof as you may specify in acceptance of tender at the prices given in
the said schedule and agree to hold this offer open till _____2017.

I/We shall be bound by a communication of acceptance dispatch within the prescribed
time.

I/We have understood the Terms and conditions of Invitation to Tender and have
thoroughly examined the specifications quoted in the schedule hereto and am/are fully
aware of nature of Equipment/Items required and my/our tender is to supply
Equipment/Items strictly in accordance with the requirements.

The Tender particulars have been furnished and signed.

Yours Faithfully

Dated: _____

Address: _____

CONTRACT PERFORMANCE BOND/SECURITY

(This Bond must be from Scheduled Bank executed on a Stamp Paper)

Known all men by these present, we, _____ AND _____ address or legal title of Contractor (here insert the legal title of _____ are jointly and severally bound to the surety).

Dawood University Of Engineering & Technology (DUET), Karachi including its successor in office and Assignees acting through the Vice Chancellor, (herein after called the "Purchaser") in the sum of Rs. _____ (Rupees _____) to be paid to the Purchaser for which payment we jointly and severally bind ourselves and our successors, assignees and legal representatives.

Signature _____

Signature _____

Dated _____

The above _____ have tendered to the Purchaser for the supply of Equipment/Items for the Dawood University of Engineering & Technology (DUET), Karachi and this tender in part has been accepted.

NOW THE CONDITION OF THIS BOND IS

1. That the said _____ shall supply the Equipment/Items on C&F Karachi basis to the Purchaser strictly in accordance with the terms and conditions on which the Contract has been awarded to them and shall complete the supply in terms of the contract.
2. AND, if the said _____ do not comply with the supply of Equipment/Items within the stipulated period, or such extended period as may be allowed to them by the purchaser, or only partly supply, or do not commence the supply, or commit a breach or failure in the performance or any part of the Contract, the said Bond shall come into force.

AND, if the said _____ should execute the contract in terms of the conditions of the Contract and hand-over the work to the Purchaser, his obligation shall be void.

Signature _____ Signature _____

Dated _____

Schedule of Requirements & Technical Specifications

1. Schedule of Requirements:

- **Drawing Boards / Tables for Department of Architecture and Planning (DAP)**

S. No.	Description	Qty.	Specification	Unit Rate (inclusive of taxes (in Rupees.)	Total Amount (Inclusive of taxes) (In Rupees.)	Delivery After receipt of Contract Award
1	Drawing Board/Table	100 Nos.	3' x 2' with imported MDF Lassani sheet ½ " Thick with plastic cover on it. T-Square (Standard Quality) with Proper fixing 18 SWG Pipe Top Frame of 1" x ¾ " Base Frame of 1 ½ " x 1 ½ " L-Frame in center 1" x 1" Vertical Supports on either sides & in front total 4 Nos. 1"x1" 02 Nos Clips on both sides to hold the board Glides as a stand in the base of Drawing Board, Powder Coating on the MS Frame instead of Color /Paint Finish Proper Finishing, Grinding & Buffing of surfaces / edges Bech wood border 2"x1" on the edge board (length 3'-0) with Polish finish & Lacquer to give the original color 18 SWG plate 3' -0 x 1' -6" for keeping books Adjustable angle support at 15 degree total 6 Nos to adjust table & make it convenient to use 18 SWQ plate below the board 12"x3"; to hold stationary items			07 Days
Total Amount Inclusive of taxes						

NOTE:

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

2. SCHEDULE OF REQUIREMENTS

- **Furniture for Telecommunication Engineering Department, DUET**

S#	Description	Qty	Unit Rate (inclusive of taxes (in Rupees.)	Total Amount (Inclusive of taxes) (In Rupees.)	Delivery Schedule after receipt of contract award
1	Table Size: 6x3.5 metal frame with powder coating lasani board including electric board	12			07 Days
2	Office Table Laboratory Room size: 5x3 lasani board polish with side rack 3’x16’’x30’’	02			
3	Office Table Laboratory Room size:2-1/2x4 lasani board polish with side rack 30’’x16’’x30’’	04			
4	Almari Size: 6x4 with 14 Steps Made Lasani 6’x4’x14’’	14			
5	Wall Cabinet Manager Room Size: 4x1.6 Lassani	06			
6	Kitchen Table Size ‘4x’2/’’12 lassani	02			
7	Kitchen Wall Cabinet Lassani ‘4x’2x’’12	02			
8	Revolving Chair Imported Medium Warranty / Guarantee by Manufacturer	06			
9	Visitor Chair Imported Medium Warranty/Guarantee by Manufacturer	12			
10	Student Stool material Stainless Steel (Standard Size)	60			
Total Amount in PKR					

NOTE:

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

QUALIFICATION FOR SUBMISSION OF BIDS:

(Yes / No Basis)

S. No.	Eligibility / Qualification Criteria
I	II
1	FBR Certificate for Income Tax & Sales Tax - Attach Proof
2	<i>Relevant Experience - Attach Proof</i>
3	Non Black List Undertaking on Rs.100 stamp paper that the firm has never been black listed, nor involved in litigation and all the information submitted are true and correct.
4	Tender Fee Rs. 1000/- In shape of Payorder/Demand Draft in favour of DUET, Karachi (nonrefundable)
5	Required Bid Security (5%) of total bid in shape of PO/DD in favour of Dawood University of Engineering & Technology (DUET), Karachi
6	Bid Quoted is signed, named and stamped by the authorized person of the firm along with authorization letter.
7	05 Work completion Certificate of similar supplies provided to Govt. / Semi Govt. Departments / Institution.
8	List of clients with contact details
9	Last 03 years (2014-2016) Turn Over -03.000 Million - Attach Proof
10	Bank Statement Last 03 Years (2014-2016) - Attach Proof

NOTICE INVITING TENDER (NIT)

Sealed bids are invited from well reputed & experienced firms registered with Income tax & GST along with 5% bid security for each item in shape of pay order/ bank draft in the name of DUET, Karachi for procurement of Drafting Boards/Tables / Furniture.

Method of Procurement: Single Stage – One Envelope Procedure.

Bidding/Tender Documents:

Tender documents can be obtained from the office of undersigned during office hours against paid challan/pay order/bank draft of Rs. 1000/- each (Non Refundable) in favour of DUET, Karachi. The tender document can also be downloaded from SPPRA website: www.pprasindh.gov.pk and University website: www.duet.edu.pk

Date & Time of Issuance of bidding Document:	Tender Documents will be issued from 12-01-2017 to 31-01- 2017 (up to 12:00 noon)
Date & Time for Submission of Bidding Document:	31-01-2017 (02:00 pm)
Date & Time for Opening of Bid(s):	31-01-2017 (02:30 pm)

In case of Holiday or unforeseen situation or incident, bids shall be issued, submitted and opened on next working day as per schedule. Place of issuance, submission, inquiries and opening will be Procurement Department at Accounts Section, DUET, Karachi.

Terms & Conditions:

Under following conditions Bid will be rejected:

- . Conditional and telegraphic bids/tenders
- . Bids not accompanied by bid security & non-refundable tender fee.
- . Bids received after specified date and time.
- . Non-Black Listed Affidavit on Stamp paper is not provided.

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

**PROCUREMENT OFFICER
DUET, KARACHI**