

Shah Abdul Latif University Khairpur Tender Notice

Dated 12-01-2017



Shah Abdul Latif University, Khairpur

TENDER NOTICE

Sealed tenders are invited on prescribed tender form from the well-reputed firms registered with sales tax/income tax and Sindh Revenue Board (SRB) regarding the **purchase stationery and various materials** for Shah Abdul Latif University, Khairpur for the year 2016-17. The tender documents will be issued on **12-01-2017**.

Tender documents would be available in the office of the Purchase & Store Officer on payment of **Rs. 2,000/-** non-refundable (as pay order/bankers cheque). The filled in tender form must be reach in the office of the Purchase & Store Officer **by 11:00 am on 30-01-2017**, along with 2.5% earnest money in the form of pay order/bankers cheque. Tender will be opened on the same day before the Purchase Committee at **12:00 pm**.

If the tender remained un-responded on the above date the same will be again be issued on **31-01-2017 to 13-02-2017** received on the same date at **11:00 am** and opened on **12:00 pm**.

In case of public holidays declared by Government for the any date above, the next working day shall be considered for submission/opening/closing of tender.

Director Finance

PID(H) 98430

Phone: 0243-9280438

Shah Abdul Latif University Khairpur Tender Notice

Dated 12-01-2017

**Shah Abdul Latif University, Khairpur**

تینڈر نوٹس

شاہ عبداللطیف یونیورسٹی، خیرپور سال 2016-17ء کیلئے اسٹیٹری اور ملٹی میٹریڈ کی خریداری کی خاطر سٹیٹ ٹیکس / ایگم ٹیکس اور سندھ ریجینل پبلک (SRB) سے رجسٹرڈ معروف فرمز سے نچوڑ تینڈر فارم پر سربراہ تینڈر مطلوب ہیں۔ تینڈر دستاویزات 12 جنوری 2017ء کو جاری کی جائیں گی۔

تینڈر دستاویزات پر چھ ایڈ اسٹور آفسر کے ذریعے - 2,000/- روپے کا قسطی واپسی کی ادائیگی (پینل ہے آرڈر انگرز چیک) کے عوض حاصل کی جا سکتی ہے۔ یہ تینڈر فارم پر چھ ایڈ اسٹور آفسر کے دفتر میں صبح 2.5% زر بیعانہ ہے آرڈر انگرز چیک کی نقل میں 30 جنوری 2017ء صبح 11:00 بجے تک پیش کی جانی چاہیے۔ تینڈر آئی دن دوپہر 12:00 بجے پر چھٹی کے سامنے کھولا جائے گا۔

اگر درج بالا تاریخ پر تینڈر کیلئے کوئی جواب وصول نہ ہوا تو تینڈر ریزروئیڈ 31 جنوری 2017ء سے 13 جنوری 2017ء تک جاری کیے جائیں گے اور آئی دن صبح 11:00 بجے واپس لیے اور دوپہر 12:00 بجے کھولے جائیں گے۔

اگر درج بالا کسی تاریخ پر حکومت کی جانب سے عام تعطیل کا اعلان کیا گیا تو تینڈر ریزروئیڈ کے کام والے دن جمع کیے کھولے جائیں گے۔

ڈائریکٹر فنانس

فون 0243-9280433PC(II) 95430

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Shah Abdul Latif University, Khairpur

ٽيندر نوٽيس

شاھ عبداللطيف يونيورسٽي، خيرپور کي سال 17-2016 لاءِ اسٽيشنري ۽ مختلف مٽيرئلس جي خريداري لاءِ سيلز ٽيڪس/انڪم ٽيڪس ۽ سنڌ روينيو بورڊ (SRB) وٽ رجسٽرڊ معروف فرمن کان مجوزہ ٽينڊر فارم تي مهربند ٽينڊر گهريل آهن. ٽينڊر دستاويز 12 جنوري 2017 تي جاري ڪيا ويندا.

ٽينڊر دستاويز پرچيز اينڊ اسٽور آفيسر جي آفيس مان 2000 رپيا ناقابل واپسي (بشڪل پي آرڊر/بينڪرز چيڪ) جي ادائگي عيوض حاصل ڪري سگهجن ٿا. پريل ٽينڊر فارم پرچيز اينڊ اسٽور آفيسر جي آفيس ۾ 2.5% سولئي رقم پي آرڊر/بينڪرز چيڪ جي صورت ۾ تاريخ 30 جنوري 2017 صبح 11:00 وڳي تائين پهچڻ گهرجن. ٽينڊر ساڳئي ڏينهن منجهند 12:00 وڳي پرچيز ڪميٽي جي روبرو کوليا ويندا.

جيڪڏهن مٿي ڄاڻايل تاريخ تي ٽينڊرن لاءِ ڪوبه جواب وصول نه ٿيو ته ٽينڊر ٻيهر 31 جنوري 2017 کان 13 فيبروري 2017 تائين جاري ڪيا ويندا ۽ ساڳئي ڏينهن صبح 11:00 وڳي واپس ورتا ۽ منجهند 12:00 وڳي کوليا ويندا.

جيڪڏهن مٿي ڄاڻايل ڪنهن تاريخ تي حڪومت طرفان عام موڪل جو اعلان ڪيو ويو ته ٽينڊر ورنڊڙ ڪم واري ڏينهن جمع ڪيا/کوليا/بند ڪيا ويندا.

ڊائريڪٽر فنانس

فون: 0243-9280438

PID(H) 98430

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Shah Abdul Latif University
Khairpur

BIDDING DOCUMENT

FOR

**Printing of General Prospectus for New Admission
for the year-2017**

List of Contents

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Part I
Notice Inviting Tenders

Part-II

Instruction to bidders

Preparation of Bids

- | | |
|--|--|
| 1. Scope | 1.1 The Shah Abdul Latif University intend to Print the Prospectus for admission of new admission for the year 2017 through National Competitive Bidding Single Stage One Envelope Procedure as per SPP Rules 2010 (Amended 2013) |
| 2. Language of Bid | 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 |
| 3. Documents Comprising the Bid | 3.1 The bid prepared by the Bidder shall comprise the following components: (a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6. (b) bid security furnished in accordance with ITB Clause 9. |
| 4. Bid Prices | 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. 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 for the incidental services. 4.3 Prices quoted 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. 4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet. |
| 5. Bid Form | 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, quantity, and prices. |

6. Bid Currencies 6.1 Prices Shall be quoted in Pak Rupees.
7. Documents Establishing Bidder's Eligibility and Qualification 7.1 the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- (a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
8. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents 8.1 The documentary 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 Specifications, 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 it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
9. Bid Security 9.1 The bid security is required 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 be released to the unsuccessful bidders after ten days 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 suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

**11. Format and
Signing of Bid**

11.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

11.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

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 08.09.2016 at 12.00 hrs**"
- 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 BDS, not later than the time and date specified in the 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 as extended.
- 14. Late Bids**
- 14.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed 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.

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 bidders' 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 presence 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:
- a) 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 total price shall be corrected.
 - b) If the Supplier does not accept 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 substantial responsiveness of each bid to the bidding documents. A 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 the 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 decisions 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 evaluated 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 Clause 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 make a similar determination of that Bidder's capabilities 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.
- 23. Procuring agency's Right to Accept any**
- 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

- Bid and to Reject any or All Bids** 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 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 thereunder:
- (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"** means the General Conditions of Contract contained in this section.
 - (f) **"SCC"** means the Special Conditions of Contract.
 - (g) **"The Procuring agency"** means the Shah Abdul Latif University, Khairpur.
 - (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

The Goods supplied under the Contract shall be delivered consignee's end under which risk is transferred to the Procuring agency after having been delivered; hence insurance coverage is Supplier's responsibility.

9. Transportation

The Supplier is required under the Contract 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 shall remain valid for twelve (12) 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 method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 13.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and upon fulfillment of other obligations stipulated in the Contract.
- 13.3 Payments shall be made promptly by the Procuring agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.
- 13.4 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 impeding 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 17 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages 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 20, 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.
- 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. Resolution of Disputes** Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942.
- 21. 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.
- 22. Applicable Law** The Contract shall be interpreted in accordance with the SPP Rules 2010 (amended 2013).
- 24. 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.
- 25. 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 providing of Executive Office Furniture, File cabinets and Officers cabins 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.

| Introduction | |
|---|--|
| ITB 1 | Name of Procuring Agency: Shah Abdul Latif University, Khairpur Tel: 0243-9280082 |
| ITB 1 | Name of Contract “ Purchase of Stationeries and various material for SALU ” |
| Bid Price and Currency | |
| ITB 4 | Prices quoted by the bidder shall be “ fixed ” and in Pak Rupees |
| Preparation and submission of Bids | |
| ITB 7 | Qualification requirements: <ol style="list-style-type: none">1. Bidder/firm must be a printer /publisher with a minimum of three (3) years of experience in Printing as applicable.2. Bidder/firm should have a documents track of completing at least 2 similar assignments during last (3) three years.3. Bidder / firms should have annual sale volume of at least Rs.2.5(m) in last three years.4. Valid Registration with tax authorities is required. |
| ITB 9 | Amount of bid security 2.5% of bid price |
| ITB 10 | Bid Validity period 60 days |
| ITB 11 | Number of Copies one original one copy |
| ITB 13 | Dead line for bid submission 30-01-2017 at 11.00am |
| ITB 16 | Opening of bids by the procuring agency 30-01-2017 at 12.00 noon |
| ITB 19.1 | Bid evaluation: Lowest evaluated 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: Shah Abdul Latif University, Khairpur.

2. Performance Security (GCC Clause 4)

GCC 4—The amount of performance security, as a percentage of the Contract Price, shall be: 10%.

3. Inspections and Tests (GCC Clause 5)

Representative of Procuring Agency or his nominee 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 45 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;

7. 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

8. Payment (GCC Clause 13)

Hundred percent (100%) of the Contract Price shall be paid upon delivery, and satisfactory supply and inspection of the products at the Procuring Agency office, subject to the

production of acceptance certificates duly signed by authorized Representative/nominee of the procuring agency.

9. Liquidated Damages (GCC Clause 18)

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 0.05 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.

10. Resolution of Disputes (GCC Clause 21)

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.

11. Applicable Law (GCC Clause 23)

GCC 29.1 Contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh.

Part-VI

Part-VII

SAMPLE FORMS

Form-I

Letter of Acceptance

Date: _____

To:

Director Finance,
Shah Abdul Latif University,
Khairpur.

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 60 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]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Form-II

Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number ____ Page of ____

| 1 | 2 | 3 | 4 | 5 | 6 |
|------|-------------|----------|------------|-------|---------------------|
| Item | Description | Quantity | Unit price | Total | Remarks (if any) |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Signature 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 Stores & Purchase officer, Shah Abdul Latif University, Khairpur office should include the price of incidental services. No separate payment shall be made for the incidental services.

Form-III

Experience of Similar* Supply and Installation

| S. No | Assignment Description | Name /Contact Details of Client | Cost | Start Date | End Date | Remarks |
|-------|------------------------|---------------------------------|------|------------|----------|---------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

Form-IV

Contract Form

THIS AGREEMENT made the ____ day of _____ 20____ between Shah Abdul Latif University Khairpur (hereinafter called "the Procuring agency") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., Printing of Admission Prospectus for 2017 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 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)

SHAH ABDUL LATIF UNIVERSITY, KHAIKHPUR

| S.No. | Item | Qty | Rate Per Item | Total Amount (PKR) |
|-------|--|------------|---------------------|--------------------------|
| 1 | Attendance Register 70gram imported paper white | 300 Nos. | | |
| 2 | Envelops 11"x5" (75 gram white paper with SALU monogram print) | 30000 Nos. | | |
| 3 | Envelops 16"x11" (75 gram white paper with SALU monogram print) | 30000 Nos. | | |
| 4 | Envelops 9"x4" (75 gram white paper with SALU monogram print) | 30000 Nos. | | |
| 5 | Envelops A-4 (75 gram white paper with SALU monogram print) | 30000 Nos. | | |
| 6 | Flap File Large Size 10"x15" (as per sample) | 3000 Nos. | | |
| 7 | Inward Register (300 Pages) 70 gram imported paper white | 300 Nos. | | |
| 8 | Out Ward Register (300 Pages) 70 gram imported paper white | 300 Nos. | | |
| 9 | Katcha File (Art Card) White 320 gram | 20000 Nos. | | |
| 10 | Letter Heads 100 gram Mat finish paper size (as per specification) four colour | 300 Book | | |
| 11 | Pacca File 32 Oz Gatta Super Quality (as per Sample) | 5000 Nos. | | |
| 12 | Stock Register (200 Pages) 70 gram imported paper white | 300 Nos. | | |
| 14 | Seminar Library Register 70 gram imported paper white | 300 Nos. | | |
| 15 | Ball Point Pen (Piano/Signature) | 350 Pkt. | | |
| 16 | Blanco (Correction Pen) | 250 Nos. | | |
| 17 | Blank Register (250 Pages) | 500 Nos. | | |
| 18 | Board Markers | 6000 Nos. | | |
| 19 | Computer Paper Legal (80Gram) 500 Sheet per Ream | 1000 Reams | | |
| 20 | Computer Paper (A-4 Size 80 Gram 500 Sheet per Ream | 2000 Reams | | |
| 21 | Continue Paper 80 Column | 150 Boxes | | |
| 22 | Continue Paper 132 Column | 250 Boxes | | |
| 23 | Correction Fluid with Thinner (white) | 200 Sets | | |

**ANNUAL PROCUREMENT PLAN
(WORKS, GOODS & SERVICES)**

FINANCIAL YEAR 2016-17

| S.# | Description of Procurement | Quantity (where applicable) | Estimated unit cost (where applicable) | Estimated total cost | Funds allocated | Source of funds (ADP/Non ADP) | Proposed Procurement method | Timing of Procurements | | | | Remarks |
|-----|----------------------------|-----------------------------|--|----------------------|-----------------|-------------------------------|-----------------------------|------------------------|---------|---------|---------|---------|
| | | | | | | | | 1st Qtr | 2nd Qtr | 3rd Qtr | 4th Qtr | |
| 1 | Stationery | - | - | - | 5m | Non-ADP | Single Stage on Envelop | Yes | Yes | No | No | |
| 2 | Printing | - | - | - | 7.5m | Non-ADP | Single Stage on Envelop | Yes | Yes | No | No | |

Approved and signed by the Head of procuring Agency


DIRECTOR FINANCE
Director Finance
Shah Abdul Latif University
KHAIRPUR

SHAH ABDUL LATIF UNIVERSITY, KHAIRPUR

NO.ADMN:/SALU/KHIP/

4067



DATED: 9.07.2015

NOTIFICATION

In continuation to this office Notification No.Admn:/SALU/KHIP/4002 dated:02.08.2013, the Vice Chancellor, Shah Abdul Latif University, Khairpur, has been pleased to re-constitute the Purchase Committee consisting on the following, with immediate effect.

- | | |
|--|-----------|
| 1. Prof. Dr. Lutufullah Mangi, Pro-Vice Chancellor (Shikarpur Campus) | Chairman |
| 2. Prof. Dr. Ghulam Ali Mallah, Chairman Dept. of Teachers Education | Member |
| 3. The Registrar | Member |
| 4. The Director Finance, | Member |
| 5. Prof. Abdul Salam Shaikh, Principal, Muntaz College Khairpur | Member |
| 6. Mr. Muhammad Rakhial Bhutto, Executive Engineer (MUET Campus Khairpur) | Member |
| 7. The Purchase & Store Officer | Secretary |

Copy to all concerned.

REGISTRAR
9/7/15

SHAH ABDUL LATIF UNIVERSITY, KHAIRPUR

NO.ADMN:/SALU/KHP/ 2938



DATED 18.08.2016

NOTIFICATION

The Vice Chancellor, Shah Abdul Latif University, Khairpur, has been pleased to constitute a "Complaint Redressal Committee (CRC)" consisting on the following for tender open bid offer/ notice inviting for printing of prosecutes for the Admissions session 2017.

- | | |
|--|----------|
| 1. Prof. Dr. Madad Ali Shah, Acting Vice Chancellor Benazir Bhutto University of Technology and Skills Development Khairpur | Convener |
| 2. Prof. Dr. Taj Muhammad Lashari, Media Coordinator | Member |
| 3. The District Accounts Officer, Khairpur | Member |


REGISTRAR

Copy to all concerned.