



## **Bidding Documents**

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**Procurement of various items for the department of Information & Technology, DUET, Karachi**

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

NO:DUET/DF/PO/IT-2018

Dawood University of Engineering & Technology (DUET) invited sealed bids from Manufacturer or their authorized dealers and Income Tax , GST registered firms firm having at-least 03 years of relevant experience and annual turnover at-least 3.00 Million of last three years for supply of various items needs to be procured for the Department of Information & Technology (DUET), Karachi.

**Eligibility: Income Tax & GST Registered Firms**

**Bid Security: 5% of Bid Amount in shape of Pay Order/ Demand Draft**

**Method of Procurement:** Single Stage – One Envelop Procedure as per SPP Rule 46(1);  
(Details of Eligibility Criteria is mentioned in the Bidding Document on Page 10)

Bidding Documents can be purchased from the office of the undersigned during office hours against the paid challan /pay order / bank draft of **Rs. 1000/- (Non-Refundable)** in favour of DUET, Karachi.

**Issuance, submission & opening of bidding document:**

**Biding document will be issued from:** 30-01-2018 to 15-02-2018 (12:30 pm)

**Date & Time of submission:** 15-02-2018 (02:00 pm)

**Date & Time of opening:** 15-02-2018 (02:30 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 required bid security
- iii. Bids received after specified date and time
- iv. Black listed firms
- v. Bid is not Properly Signed & Stamped

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 of various items for the Department of IT as described in the Section III. 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 Bidder/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 of various Items for IT Department, DUET**" 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 total bid amount/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 the date mentioned in IFB / NIT and to be submitted 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 the address and Time 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 Procurement 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 2017)
- 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 whose 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 (03) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the performance security 05% 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% or as per Govt. Applicable Rates to be paid by Bidder) 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**

## SECTION III

### BILL OF QUANTITIES / SCHEDULE OF REQUIREMENTS

Sr. No.	Specification	Model/ Brand	Qty	Delivery Period
01	<b>Desktop Computer</b> Processor Core i5-7500 7 <sup>th</sup> Generation , Intel® H270, RAM: 4GB, Hard Disk: 1TB, DVD-RW, USB Ports HDMI Port Multimedia Key Board, 3D Scroll Mouse, Power Supply 400 watts, Operation System windows 10 professional, Screen LED 18.5"   19" Warranty 01 Year	<b>DELL / HP / Lenovo or Equivalent</b>	06	Ready Stock/With in 05 Days after receipt of Supply Order
02	3M Cat-6 Roll Pure Copper	3M or Equivalent	10	Ready Stock/With in 05 Days after receipt of Supply Order
03	16GB DDR3 1600Mhz/s	Kingston Equivalent	or 04	Ready Stock/With in 05 Days after receipt of Supply Order
04	Patch Cables 3 Meters	3M or Equivalent	10	Ready Stock/With in 05 Days after receipt of Supply Order
05	Clamping Tools High Quality	Imported	05	Ready Stock/With in 05 Days after receipt of Supply

				Order
06	RJ-45 Connector High Quality	3M or Equivalent	10 Box	Ready Stock/With in 05 Days after receipt of Supply Order
07	testing tool	Imported	05	Ready Stock/With in 05 Days after receipt of Supply Order
08	C-Clips	Imported	10 Box	Ready Stock/With in 05 Days after receipt of Supply Order
09	Tie Cables Misc. 10 inch	Imported	20 Pkt	Ready Stock/With in 05 Days after receipt of Supply Order
10	Hammer Good quality Stainless Steel and fiber 500g / 1000g heavy duty	Imported	02	Ready Stock/With in 05 Days after receipt of Supply Order
11	HP LaserJet MFP M176N Printer (card warranty)	HP or Equivalent	01	Ready Stock/With in 05 Days after receipt of Supply Order
12	USB Key Board Multimedia	Dell / HP or Equivalent	100	Ready Stock/With in 05 Days after receipt of Supply Order
13	USB Mouse	Dell / HP or	100	Ready

		Equivalent		Stock/With in 05 Days after receipt of Supply Order
14	Power Cable 1.5 meters	imported	100	Ready Stock/With in 05 Days after receipt of Supply Order
15	LED Screen 18.5 inch	Dell / HP or Equivalent	100	Ready Stock/With in 05 Days after receipt of Supply Order
16	VGA Cable 15 meters	imported	05	Ready Stock/With in 05 Days after receipt of Supply Order
17	Extension Board	T2,T3 Equivalent Fast	05	Ready Stock/With in 05 Days after receipt of Supply Order
18	Power Supply 450 Watts	Imported	10	Ready Stock/With in 05 Days after receipt of Supply Order
19	1 GB Ram DDR-3	Kingston Equivalent or	05	Ready Stock/With in 05 Days after receipt of Supply Order
20	2 GB Ram DDR-3	Kingston Equivalent or	05	Ready Stock/With in 05 Days after receipt of Supply

				Order
21	1 GB Ram DDR-2	Kingston Equivalent or	10	Ready Stock/With in 05 Days after receipt of Supply Order
22	2 GB Ram DDR-2	Kingston Equivalent or	10	Ready Stock/With in 05 Days after receipt of Supply Order
23	Processor C2D 2ghz	Intel or Equivalent	05	Ready Stock/With in 05 Days after receipt of Supply Order
24	Processor C2D 3ghz	Intel or Equivalent	05	Ready Stock/With in 05 Days after receipt of Supply Order
25	Mother board c2d	Intel or Equivalent	02	Ready Stock/With in 05 Days after receipt of Supply Order
26	PC Diagnosing Card	--	05	Ready Stock/With in 05 Days after receipt of Supply Order
27	H.D.D 1TB	Seagate / Western Digital or Equivalent	05	Ready Stock/With in 05 Days after receipt of Supply Order
28	1TB External Drive	Seagate / Western	10	Ready

		Digital or Equivalent		Stock/With in 05 Days after receipt of Supply Order
29	USB 32GB 3.0	Kingston Equivalent or	10	Ready Stock/With in 05 Days after receipt of Supply Order
30	USB 64GB 3.0	Kingston Equivalent or	05	Ready Stock/With in 05 Days after receipt of Supply Order
31	DVD Blank (100 DVD Spindle)	Sony / Maxell Equivalent or	02	Ready Stock/With in 05 Days after receipt of Supply Order
32	CD Blank (100 DVD Spindle)	Sony / Maxell Equivalent or	05	Ready Stock/With in 05 Days after receipt of Supply Order
33	4U Rack 600mm x 500mm Double Section, Front Tinted Glass Door with Lock, Black Color, Size (H10.5 x D20 x W23.5 Inches Two Fan	AUNET / Toten / Huwewai Equivalent or	1 Box	Ready Stock/With in 05 Days after receipt of Supply Order
34	Rawal bolt 2.5 suth	Local Good Quality		Ready Stock/Within 05 Days after receipt of Supply Order
35	Steel nails 1.5 inch	Local Good Quality		Ready

				Stock/With in 05 Days after receipt of Supply Order
36	Washer	Local Good Quality		Ready Stock/With in 05 Days after receipt of Supply Order

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

Sr. No.	Details	Yes / No
01	GST Certificate / NTN Certificate Income Tax registration – Attach Proof	
02	Non blacklisted Affidavit Certificate on stamp paper of Rs. 100/-) that the firm is not black listed from any Government / Semi – Government Organization / Department & Universities and all the documents or proof or information regarding the tender submitted by bidder is true.	
03	Relevant Experience at least 03 Years	
04	Annual Turn Over Rupees Three Million	
05	All the bid document properly signed & stamped by Authorized Person	
06	Authorization letter in case representative of bidder present/attend in the bid opening meeting	
07	Rates must be quoted in figure and words both	
08	01 year Manufacturer Warranty	
09	Price schedule must be filled on the price schedule form given in the bidding document	
10	Active Tax Payer- Attach Proof	
11	Clientele Details- Attach Proof	
12	Manufacturer Certificate / Manufacturer Authorization Certificate- Attach Proof	

**Note: bid(s) shall be rejected if bidder(s) failed to comply as per Qualification / Evaluation Criteria.**

## 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 of Various IT Items”** 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 submit Performance Security in a sum equivalent to Five (5) 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) (Must be filled by bidder)**

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

**Note:**

1. Successful bidders shall provide free of cost replacement of parts and maintenance services during the period of **Warranty**.
2. In case of discrepancy between unit price and total the unit price shall prevail under provision of SPP Rules 2010 (amended in 2013)
3. The unit and total Delivered Duty Paid (DDP) / Ex-Warehouse Price (EXW) prices should include the incidental services and all taxes. No separate payment shall be made for the incidental services.

Signature & Seal of Bidder \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT AGREEMENT FORM**  
**Contract Agreement**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2018 \_\_\_\_\_ between Dawood University of Engineering & Technology (DUET) (hereinafter called —**the Procuring Agency**ll) of the one part and **[name of Bidder]** of **[city and country of Bidder]** (hereinafter called —**the Bidder**ll) 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 Bidder for the supply of those goods and services in the sum of **[contract price in words and figures]** (hereinafter called —**the Contract Price**ll).

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: Bidder'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 Bidder as hereinafter mentioned, the Bidder 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 Bidder 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 Bidder)

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 means the organization purchasing the Goods, as named in Form of Contract
  - c. **The Bidder** 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 Bidder's Quotation** is the completed document (Invitation to Quotation together with attachments) submitted by the Bidder 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 Bidder's expense
  
2. **Scope.** The Bidder 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 Bidder 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 Bidder under this Contract shall be specified in SCC.
- 6.1** The Bidder'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 Bidder in accordance with mode of payments as mentioned in contract agreement.
- 6.3 Advance payment is not allowed.**
- 7. Taxes.** The Bidder 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 Bidder for Job delivered under the Contract shall not vary from the prices quoted by the Bidder 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 Bidder, 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 Bidder 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 Bidder for adjustment under this clause must be asserted within fifteen (15) days from the date of the Bidder 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 Bidder 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. Bidder'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 Bidder's risks.

**14. Liquidated Damages.** Subject to GCC Clause 16, if the Bidder fails to deliver goods as specified in the Contract, timely, 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 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 Bidder and not involving the Bidder'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 Bidder 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 Bidder 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 Bidder fails to deliver any or all of the Goods within the period(s) specified in the Contract; or
- (b) if the Bidder fails to perform any other obligation(s) under the Contract.
- (c) if the Bidder, 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 Bidder becomes bankrupt or otherwise insolvent

**17.2** Termination for Convenience .The Procuring Agency, by written notice sent to the Bidder 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 Bidder 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 Bidder 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)**

Five (05) % percent of the Contract price

### **4. Payment (GCC Clause 6)**

The method and conditions of payment to be made to the Bidder, 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 Bidder 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 Bidder 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 Bidder, 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.

<b>ITB 1</b>	Scope of Procurement: <b>Supply and installation of various items to be procured for the Department of Information &amp; Technology (DUET), Karachi.</b>
<b>ITB 2</b>	Eligibility to Bid: Income Tax & GST Registered Firms
<b>ITB 3</b>	Please see bidder(s) qualification / Eligibility Criteria on SECTION IV (Page No. 13) of bidding document.
<b>ITB 6</b>	Bid Price: Price Shall be quoted in Pak Rupees inclusive of all applicable taxes
<b>ITB 7</b>	Validity of Bid: Bid shall be valid for the period of ninety (90) calendar days counted from the date of submission of the Bid
<b>ITB 8</b>	Language of Bid: Language of Bid shall be in English
<b>ITB 9</b>	Bidder shall submit One Original
<b>ITB 10</b>	Bid Security: 5% of quoted Price in shape of Bank Draft /Pay Order / Demand Draft in favor of Dawood University of Engineering & Technology (DUET), Karachi
<b>ITB 11</b>	Place and Deadline for Submission of Bid: Place: Submission will be at Procurement Section at the directorate of finance and opening will be at Conference Room/Seminar Hall, Dawood University of Engineering & Technology (DUET), Karachi Date: 15-02-2018 , Time: 02:00 pm Contact: 021-99232381, 99231195-98, FAX: 021-99230710
<b>ITB 13</b>	Opening of Bid (Place, date & time) Venue: Seminar Hall at Main Campus of Dawood University of Engineering & Technology (DUET), Karachi Date:15-02-2018, Time: 02:30 pm Contact: 021-99232381, 99231195-98, FAX: 021-99230710
<b>ITB 19</b>	Performance Security: The successful Bidder shall furnish the performance security 05% in shape of Pay Order / Demand Draft within 03 Days of the receipt of notification of award.
<b>ITB 20</b>	Contract Agreement shall be signed within 03 days after the receipt of award of contract. Stamp duty 0.3% or as Govt. applicable rates of total amount to be paid by Bidder.