

**STANDARD FORM OF BIDDING DOCUMENT FOR
PROCUREMENT OF GOODS**

TENDER-2019-20/14



**TENDER DOCUMENT FOR PROCUREMENT OF BRANDED
DESKTOP COMPUTERS FOR I.T BLOCK AT SMIU MAIN
CAMPUS, KARACHI**

SINGLE STAGE - TWO ENVELOPE BIDDING PROCEDURE

TENDER DOCUMENT ISSUED TO: _____

TENDER DOCUMENT ISSUED ON: _____

TABLE OF CONTENTS		
A.	INSTRUCTIONS TO BIDDERS (ITB)	3
1.	INTRODUCTION	3
2.	THE BIDDING PROCEDURE	4
3.	THE BIDDING DOCUMENTS	4
4.	PREPARATION OF BIDS	5
5.	SUBMISSION OF BIDS	9
6.	OPENING AND EVALUATION OF BIDS	10
7.	AWARD OF CONTRACT	16
B.	GENERAL CONDITIONS OF CONTRACT (GCC)	19
1.	DEFINITIONS	19
2.	APPLICATION	19
3.	STANDARDS	20
4.	USE OF CONTRACT DOCUMENTS AND INFORMATION	20
5.	PATENT RIGHTS	20
6.	ENSURING STORAGE ARRANGEMENTS	20
7.	INSPECTIONS, TESTS AND TRAINING	20
8.	DELIVERY AND DOCUMENTS	21
9.	INSURANCE	21
10.	TRANSPORTATION	21
11.	INCIDENTAL SERVICES	21
12.	WARRANTY / GUARANTEE	21
13.	PAYMENT	22
14.	ASSIGNMENT	22
15.	DELAYS IN THE BIDDER'S PERFORMANCE	22
16.	PENALTIES/ LIQUIDATED DAMAGES	23
17.	TERMINATION FOR DEFAULT	23
18.	FORCE MAJEURE	23
19.	TERMINATION FOR INSOLVENCY	23
20.	ARBITRATION AND RESOLUTION OF DISPUTES	24
21.	PACKING	24
22.	GOVERNING LANGUAGE	24
23.	APPLICABLE LAW	24
C:	INVITATION FOR BIDS (IFB)	25
D:	BID DATA SHEET	26
E:	SPECIAL CONDITIONS OF CONTRACT (SCC)	28
F:	SCHEDULE OF REQUIREMENTS	33
G:	TECHNICAL SPECIFICATIONS	34
I:	BID FORM & PRICE SCHEDULE	35
1.	BID FORM	35
2.	PRICE SCHEDULES	37
H:	SAMPLE FORMS	40
1.	BID SECURITY FORM	40
2.	CONTRACT FORM	41
3.	PERFORMANCE GUARANTEE/SECURITY FORM	42
4.	MANUFACTURER'S AUTHORIZATION FORM	43
5.	INTEGRITY FORM	44

A: Instructions to Bidders. (ITB)

1. INTRODUCTION

1. GENERAL

- 1.1 Sindh Madressatul Islam University, Karachi has allocated fund towards the cost of **“Procurement of Branded Desktop Computers at SMIU Main Campus, Karachi”**. It is intended that part of the proceeds of this fund will be applied to eligible payments under the contract for the Procurement of goods.

2. ELIGIBLE BIDDERS

- 2.1. This Invitation for Bids is open to all original Manufacturers through their Authorized Agents / Importers / Bidders / Distributors.
- 2.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3. Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Federal Govt. or Provincial Govt.
- 2.4. Bidder should not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government organization in accordance with sub **clause 35.1**.

3. ELIGIBLE GOODS

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term “Goods” includes any Goods that are the subject of this Invitation for Bids and the term “Services” shall include related services such as transportation, insurance etc. **The “Origin” means the place where the “goods” are mined, grown, or produced, or the place from which the “related services” are supplied.** Goods are produced through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2. THE BIDDING PROCEDURE

4. Single Stage - Two Envelope Procedure

- (a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (b) Envelopes shall be marked as “FINANCIAL PROPOSAL” and TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (c) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (d) Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (f) No amendments in the technical proposal shall be permitted during the technical evaluation;
- (g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- (j) Bid found to be the lowest evaluated or best evaluated bid shall be accepted.

4.2 The bids shall be opened in the presence of bidders or their authorized representative at the prescribed time, date and venue.

3. THE BIDDING DOCUMENTS

5. CONTENTS OF BIDDING DOCUMENTS

5.1 The Bidding Documents:

In addition to the Invitation for Bids (IFB) / Tender Notice, the bidding documents include:

- i. Instructions to Bidders (ITB);
- ii. General Conditions of Contract (GCC);
- iii. Special Conditions of Contract (SCC);
- iv. Schedule of Requirements;
- v. Technical Specifications;
- vi. Contract Form;
- vii. Manufacturer's Authorization Form;
- viii. Performance Guarantee Form;
- ix. Bid Form; and
- x. Price Schedules.

5.2 In case of discrepancies between the Invitation for Bids (IFB) / Tender Notice and the Bidding Documents, the Bidding Documents shall take precedence.

5.3 The bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish complete information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents may result in rejection.

6. AMENDMENT OF BIDDING DOCUMENTS

6.1 At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.

6.2 All prospective bidders that have received the bidding documents will be notified the amendment(s) in writing, which will be binding on them.

6.3 In order to allow prospective bidders reasonable time to take the amendment(s) into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for submission of the bids.

4. PREPARATION OF BIDS

7. LANGUAGE OF BID

7.1 Preparation of Bids

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 in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.

8. DOCUMENTS COMPRISING THE BID

8.1 The bid prepared by the Bidder shall comprise the following:

- (a) Bid Form;
- (b) Price Schedule;
- (c) Documentary evidence to the effect that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- (d) Documentary evidence to the effect that the goods to be supplied by the Bidder are eligible goods and related services as defined in clause- 3 and conform to the bidding documents; and
- (e) Bid Security.

9. BID PRICES

9.1 The prices and discounts quoted by the Bidder in the Bid Form and in the Price Schedules shall conform to the requirements specified below.

- 9.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid.
- 9.3 The price to be quoted in the Bid Form shall be the total price of the Bid excluding any discounts offered.
- 9.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Form.
- 9.5 Prices proposed in the Price Schedule Forms for Goods, shall be disaggregated, when appropriate. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This shall not in any way limit the Procuring Agency's right to contract on any of the terms offered:
- (a) Price Schedule for Goods offered from outside the Procuring Agency's country:
- (i) Detailed Specification of Stores
 - (ii) Model / Cat No.
 - (iii) Name of Manufacturer.
 - (iv) Country of Origin
 - (v) Quantity of Stores
 - (vi) Unit

- (vii) Currency of Bid
- (viii) the unit price of the goods quoted on CFR / C&F basis (Karachi Port), in the Procuring Agency's country;
- (ix) the total price for the item in foreign currency.

9.6 Final Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.

10. BID CURRENCIES

10.1 The total price for the item in foreign currency

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

11.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring Agency's country;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within the Procuring Agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Bidder's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the evaluation & qualification criteria of bidding document.

12. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS

12.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

- 12.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 12.3 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; and
 - (b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 12.4 For purposes of the commentary to be furnished pursuant to ITB Clause 12.3(b) above, 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. 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.

13. BID SECURITY

- 13.1 The Bidder shall furnish, as part of its proposal, a Bid Security in the amount and currency specified in the Bid Data Sheet and SCC. Unsuccessful bidders' Bid Security will be returned soon after approval of the successful Bidder. The successful Bidder's Bid Security will be discharged upon signing of contract and furnishing the Performance Security bond, duly guaranteed by a scheduled bank.
- 13.2 The Bid Security shall remain valid for a period of 28 days beyond the bid validity period.
- 13.2 The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 13.3 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, the Bidder fails:
 - (i) to sign the Contract; or
 - (ii) to complete the supplies in accordance with the General Conditions of Contract.

14. **BID VALIDITY**

- 14.1 Bids shall remain valid for 90 days from the date of its opening. A bid valid for a shorter period shall be treated as non-responsive and rejected.
- 14.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.

5. SUBMISSION OF BIDS

15. **SEALING AND MARKING OF BIDS**

- 15.1 The envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) bear the specific identification Name and Number of this bidding process indicated in the Bid Data Sheet; and
 - (c) bear the Procuring Agency's name and address i.e. Directorate of Works and Services, first floor Sardar House Sindh Madressatul Islam University, Aiwan-e-Tijarat Road Behind Habib Bank Plaza, Karachi and a statement: "DO NOT OPEN BEFORE," the time and date specified in the Bid Data Sheet.
- 15.2 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.

16. **DEADLINE FOR SUBMISSION OF BIDS**

- 16.1 Bids must be submitted by the bidders and received by the Procuring Agency at the specified address not later than the time and date specified in the Bid Data Sheet.

16.2 The Procuring Agency may, at its convenience, extend this deadline for submission of bids by amending the bidding documents in which case all rights and obligations of the Procuring Agency and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. **LATE BID**

17.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall not be entertained and returned unopened to the bidder.

18. **WITHDRAWAL OF BIDS**

18.1 The Bidder may after its submission withdraw prior to the expiry of the deadline prescribed for submission of bids.

6. OPENING AND EVALUATION OF BIDS

19. **OPENING OF BIDS BY THE PROCURING AGENCY**

22.1 The Procuring Agency will 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 evidencing their attendance.

22.2 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. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.

22.3 Bids (and modifications sent pursuant to ITB Clause 19) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

20. **CLARIFICATION OF BIDS**

20.1 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.

21. **PRELIMINARY EXAMINATION**

21.1 The Procuring Agency will 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.

- 21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. 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.
- 21.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, and Taxes and Duties, will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 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.

22. EVALUATION AND COMPARISON OF BIDS

- 22.1 The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.
- 22.2 The Procuring Agency's evaluation of a bid will be on C&F / CNF basis and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 22.3 The Procuring Agency's evaluation of a bid will take into account, in addition to the bid price quoted, one or more of the following factors, and quantified in ITB Clause 24:
 - (a) **Incidental costs**
Incidental costs provided by the bidder will be added by Procuring Agency to the bid price at the final destination.
 - (b) **Delivery schedule offered in the bid**
The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement.

- (c) **Deviations in payment schedule from that specified in the Special Conditions of Contract**
Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.
- (d) **Cost of components, mandatory spare parts, and service**
The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation, based on information furnished by each Bidder, as well as on past experience of the Procuring Agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.
- (e) **Availability of spare parts and after sales services for the equipment offered in the bid**
The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.
- (f) **Projected operating and maintenance costs during the life of the equipment;**
Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.
- (g) **Performance and productivity of the equipment offered**
Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

23. EVALUATION / QUALIFICATION CRITERIA

- 23.1 The Bids will be evaluated on complete group / complete lot basis exclusively. Bidder must quote all the goods reflected in Section-G “Technical Specifications” otherwise their offer will be rejected straight away.
- 23.2 **Merit Point System:**
The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.
- 23.3 Bidders achieving minimum 70 marks will be considered only for further process. Documentary evidence must be attached in support of your claim.

S#	Parameters/Sub-parameters	Points	Bidder Response	Point Scored
A.	PRODUCT EVALUATION / CERTIFICATION	Max. 30		
1.	Conformity to the Purchaser's Specifications	20		
1.1	Compliant with the required specifications	20		
1.2	Offered goods / services must be compliant to the tender specifications.	Mandatory		
1.3	Non-compliant to required specifications	Disqualify		
2.	Manufacturer's Authorization (Mandatory)	10		
2.1	Valid Authorization of Manufacturer of goods	10		
2.2	Non-submission of valid manufacturer's authorization	Disqualify		
B.	TECHNICAL CAPABILITIES / EXPERIENCE	Max. 40		
1.	Year of Establishment	Max. 10		
1.1	Established during 2015-2019	03		
1.2	Established during 2011-2015	06		
1.3	Established during 2010 or early	10		
2.	Prior Similar Experience	Max. 10		
	Bidder's prior similar experience (<i>during the last three years</i>) for supply of quoted item(s) or different capacity of same and different item(s) to the industries in Pakistan.			
2.1	2 Purchase Orders	02		
2.2	4 Purchase Orders	05		
2.3	6 Purchase Orders and above	10		
3.	Client Performance Certificates	Max. 10		
3.1	Provision of minimum 05 Client Satisfactory Performance Certificate from different government organizations, during last 5 years. (2 marks for each year)	10		
3.2	Non-submission of Client Satisfactory Performance Certificate.	Disqualify		
4.	After Sales Services Support	Max. 10		
4.1	After Sales Services Support facility shall be available Karachi (Mandatory).	05		
4.2	Year of establishment of After Sales Services Support facility Karachi in operating conditions			
4.2.1	01 year	02		
4.2.2	02 years or more	03		
4.2.3	03 years or more	05		
4.2.4	Provision of details at least 03 Nos. purchase orders ensuring supply of spares / parts / accessories to client for the selected response.	Mandatory		
4.2.5	No setup of after sales services & support system or less than 01 year and non-provision of information.	Disqualify		

C.	FINANCIAL INFORMATION OF BIDDER	Max. 30		
1.	Average Annual Turnover	Max. 10		
	Average Annual Turnover during the last three years			
1.1	Turn over above 10 million	05		
1.2	Turn over above 15 million	07		
1.3	Turn over above 20 million	10		
2.	Provision of Financial statements and Income Tax Returns for last 3 years.	Max. 08		
2.1	Audited statement of Accounts, for last three years	04		
2.2	Provision of copy of Income Tax Return Forms, for last three years	04		
3.	Provision of details of principal bankers.	Max. 02		
3.1	Please provide full name & address of your principal banker along with letter for confirmation that SMI University can approach your bankers for financial references.	02		
D.	Compliance of Instruction to Bidder	Max. 10		
1.	Bidder compliance with reference to all clauses mentioned in Instruction to Bidder of this tender document and provision of all requisite information in an appropriate / correct manner.	10		
2.	Non-Conformance/non provision of information.	Disqualify		
GRAND TOTAL OF MAXIMUM		100		

24.2 Litigation History

The Bidder should not be involved in any litigation with the Procuring Agency/Govt. Dept: (Provincial/Federal), else their bid will be rejected.

24. CONTACTING THE PROCURING AGENCY

24.1 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 Contract is awarded. If any bidder wishes to bring additional information to the notice of the Procuring Agency, it may do so in writing.

24.2 Any direct or indirect effort by a bidding firm to influence the Procuring Agency during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the Procuring Agency's future bids.

25. REJECTION OF BIDS

25.1 Notwithstanding anything stated here-before after the Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency may upon request, communicate to a bidder, the grounds for its rejection, but shall not be under obligation to justify those grounds.

26. **RE-BIDDING**
26.1 If the Procuring Agency has rejected all bids, it may move for a re-bidding or may seek any alternative method of procurement under the provisions of the prevailing Rules.

27. **ANNOUNCEMENT OF EVALUATION REPORT**

- 27.1 The Procuring Agency will announce the Evaluation Report and the resultant acceptance or rejection of bids at least seven days prior to the award of procurement contract.

24 AWARD OF CONTRACT

28. **ACCEPTANCE OF BID AND AWARD CRITERIA**

- 28.1 The bidder with lowest evaluated bid under clause 22, 23 & 24, if not in conflict with any other law, rules, regulations or policy of the Government, will be awarded the contract within the original or extended period of bid validity.

29. **PROCURING AGENCY'S RIGHT TO VARY QUANTITIES**

- 29.1 The Procuring Agency reserves the right to increase or decrease the quantity of stores originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

30. **LIMITATIONS ON NEGOTIATIONS**

- 30.1 The Procuring Agency reserves the right to hold negotiation, delivery schedule or completion schedule for all the items or any item.
- 30.2 Negotiations will not be used to change substantially:
- i. the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
 - ii. the terms and conditions of the Contract and;
 - iii. anything affecting the crucial or deciding factors in the evaluation of the proposals / bid and / or selection of successful bidder.

31. **NOTIFICATION OF AWARD**

- 31.1 Prior to the expiry of the original or extended period of bid validity, the successful bidder will be informed in writing of acceptance of its bid by the Procuring Agency.

32. SIGNING OF CONTRACT

- 32.1 While conveying acceptance of bid to the successful bidder, the Procuring Agency will send the bidder Contract Form provided in the bidding documents, incorporating all points of agreement between the Parties.
- 32.2 Both the successful Bidder and the Procuring Agency will sign and date the Contract on legal stamp paper valuing 0.35% of the value of contract, (cost shall be borne by the bidder). In case the successful Bidder, after completion of all codal formalities, shows inability to sign the Contract, its Bid Security shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of Procuring Agency for a period up to five Years. In such a situation, the Procuring Agency may make the award to the next lowest evaluated responsive bidder or move for re-bid.

33. PERFORMANCE SECURITY

- 33.1 The successful Bidder shall furnish Performance Security. Upon submission of Performance Security, the Bid Security will be returned to the Bidder. The amount of Performance Security is specified at Bid Data Sheet.
- 33.2 Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered as 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 at the risk and cost of the former.

34. CORRUPT OR FRAUDULENT PRACTICES

- 34.1 (a) the Procuring Agency and the Bidders / Manufacturers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms / phrases as may apply are defined below:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- (b) the Procuring Agency will take all possible administrative / legal measures if it is found that the Bidder recommended for award was / is engaged in corrupt or fraudulent practice(s) before or after signing of

the contract resulting into the conviction of the proprietor under criminal case besides blacklisting of the firm either indefinitely or for such period of time as may be determined by the Procuring Agency.

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of a Contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract.

B: General Conditions of Contract (GCC)

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 Bidder, 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 Bidder under the Contract for the full and proper performance of its Contractual obligations.
- (c) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance, printing of special instructions on the label and packing, design and logo of the Procuring Agency, transportation of goods up to the desired destinations and other such obligations of the Bidder 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 Sindh Madressatul Islam University, Karachi.
- (h) "The Bidder" means the individual or firm supplying the goods under this Contract.
- (i) "Day" means official working day excluding national holidays.

2. APPLICATION

2.1 These General Conditions shall apply to the extent that they are not inconsistent with provisions of other parts of the Contract.

3. STANDARDS

3.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications goods eligibility criteria.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Bidder shall not without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern; sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be necessary, to such performance and not further or otherwise.

4.2 Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) on completion of the Bidder's performance under the Contract.

4.3 The Bidder shall permit the Procuring Agency to inspect the Bidder's accounts and records relating to the performance of the Supplies.

5. PATENT RIGHTS

5.1 The Bidder 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 country.

6. ENSURING STORAGE ARRANGEMENTS

6.1 To ensure storage arrangements for the intended supplies, the Bidder shall inform the Procuring Agency at least two weeks prior to the arrival of the consignments at its store/warehouse. However, in case no space is available at its store/warehouse at the time of supply, the Procuring Agency shall, seven days prior to such a situation, inform the Bidder, in writing, of the possible time-frame of availability of space by which the supplies could be made. In case the Bidder abides by the given time frame, he will not be penalized for delay.

7. INSPECTIONS, TESTS AND TRAINING

7.1 The Procuring Agency or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications at the cost payable by the Bidder.

7.2 The Procuring Agency's right to inspect, test and, where necessary, reject the goods either at Bidder's premises or upon arrival at Procuring Agency's destinations shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and approved by the Procuring

Agency or its representative prior to the goods shipment from the manufacturing point.

- 7.3 Any specialized training required for the smooth operation of the goods shall be the responsibility of the Bidder.

8. DELIVERY AND DOCUMENTS

- 8.1 The Bidder shall in accordance with the terms specified in the Schedule of Requirements make delivery of the goods. Details of documents to be furnished by the Bidder are specified in SCC.

9. INSURANCE

- 9.1 The goods supplied under the Contract shall be delivered to the Procuring Agency after the payment of all taxes and customs duty, cess, octroi charges etc. Risk will be transferred to the Procuring Agency only after the delivery of these goods has been made to the Procuring Agency. Hence, payment of insurance premium, if any, shall be the responsibility of the Bidder.

10. TRANSPORTATION

- 10.1 The Bidder shall arrange such transportation of the goods as is required to prevent them from damage or deterioration during transit to their final destination as indicated in the Schedule of Requirements.
- 10.2 The goods shall be supplied on “CFR / C&F” Basis at Karachi Port as per Schedule of Requirements on the risk and cost of the Bidder. Transportation including loading/unloading of goods shall be the responsibility of Bidder.

11. INCIDENTAL SERVICES

- 11.1 The Bidder will be required to provide to the Procuring Agency incidental services the cost of which should be included in the total bid price.

12. WARRANTY / GUARANTEE

- 12.1 The term period of comprehensive warranty / guarantee means the period of **three (03) years** from the date on which the stores have been put into operation and demonstrated to the University staff.
- 12.2 During the period of warranty / guarantee, the Contractor shall remedy, at his / her expense, all defects in design, materials, and workmanship that may develop or are revealed under normal use of the goods upon receiving written notice from the University; the notice shall indicate in what respect the goods are faulty.

12.3 The provisions of this Clause include all the expenses that the Contractor may have to incur for delivery and installation of such replacement parts, material and equipment as are needed for satisfactory operation of the goods at the University premises.

12.4 The contractor shall provide warranty / guarantee for supply of all parts etc for at least 03 years (where applicable).

12.5 The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.

13. PAYMENT

13.1 The method and conditions of payment to be made to the Bidder under this Contract are specified in SCC.

14. ASSIGNMENT

14.1 The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Agency's prior written consent.

15. DELAYS IN THE BIDDER'S PERFORMANCE

15.1 Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements / Contract Award.

15.2 If at any time in the course of performance of the Contract, the Bidder encounters anything impeding timely delivery of the goods, he shall promptly notify the Procuring Agency in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Bidder's notice, the Procuring Agency shall evaluate the situation and may, depending on merits of the situation, extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by a supplementary Contract to be treated as an addendum to the original contract.

15.3 Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.

16. PENALTIES LIQUIDATED DAMAGES

16.1 In case of late delivery, even for reasons beyond control, penalty as specified in SCC will be imposed upon the Bidder / Manufacturer. The Procuring Agency may consider termination of the Contract in case there is an unusual delay in the delivery of the goods whereby the ongoing activity is likely to be affected seriously.

17. TERMINATION FOR DEFAULT

17.1 The Procuring Agency may, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Bidder, terminate this Contract in whole or in part if:

- (a) the Bidder fails to deliver the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency;
- (b) the Bidder fails to perform any other obligation(s) under the Contract to the satisfaction of the Procuring Agency; and
- (c) the Bidder, in the judgment of the Procuring Agency, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

18. FORCE MAJEURE

18.1 The Bidder shall not be liable for forfeiture of its Performance Guaranty/ Bid Security, or termination / blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, 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 reasonable' alternative means for performance not prevented by the Force Majeure event.

19. TERMINATION FOR INSOLVENCY

19.1 The Procuring Agency may at any time terminate the Contract by giving written notice of one-month time to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In that event, termination will be without compensation

to the Bidder, provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue thereafter to the Parties.

20. ARBITRATION AND RESOLUTION OF DISPUTES

- 20.1 The Procuring Agency and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2 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 to the Arbitrator for resolution through arbitration.
- 20.3 In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of the Competent Authority. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.

21. PACKING

- 21.1 The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. 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. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 21.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

22. GOVERNING LANGUAGE

- 22.1 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 English.

23. APPLICABLE LAW

- 23.1 This Contract shall be governed by the laws of Pakistan and the courts of Karachi - Pakistan shall have exclusive jurisdiction.

SINDH MADRESSATUL ISLAM UNIVERSITY



Aiwan-e-Tijarat Road, Karachi 74000.

Phones: +92-21-9217501-02-03, Fax: 92-21-99217504

Email: info@smiu.edu.pk , URL <http://www.smiu.edu.pk/>

NO. SMIU/TEND/2019-2020/14

Dated: 31stth January, 2020

TENDER NOTICE

Sealed tenders on prescribed form are invited from the interested parties/firms/authorized dealers/manufacturers for following work on CFR/C&F basis having relevant experience of at least 03 years and registered with FBR/SRB for Income Tax & GST. The details are as under: -

S.#	Description	Bid Security	Tender Fees	Completion Time
1	PROCUREMENT OF BRANDED DESKTOP COMPUTERS FOR IT BLOCK AT SMIU MAIN CAMPUS, KARACHI	2% of bid price	Rs. 2000/-	45 Days

METHOD OF PROCUREMENT: Single stage two envelope procedure for selection of supplier under Rule No. 46 (2) of SPPRA-Rules 2010 (amended up to date). The bidder should submit two separate sealed envelopes. One envelope should contain technical proposal & other envelope should contain the financial proposal. Both envelopes should be clearly marked technical proposal & financial proposal.

Terms & conditions:

1. Bidding documents can be obtained against the written request on company letter head along with Proprietor's CNIC copy or authorized nominee from the office of **Directorate of Works and Services** of the Sindh Madressatul Islam University, Karachi with a Pay Order / Demand Draft as Tender Fee mentioned above (non-refundable) in favor of **Sindh Madressatul Islam University** on any working day during office hours from **Wednesday 5th February, 2020 to Wednesday 19th February 2020** and can be downloaded from SPPRA website: <https://ppms.pprasinhd.gov.pk/PPMS/> and SMI- University website: www.smiu.edu.pk
2. The filled Sealed Tenders will be received back on **Thursday 20 February, 2020 2:30 p.m.** and Technical Proposal will be opened on same day at **3:00 p.m. at the Directorate of Works and Services, first floor Sardar House Sindh Madressatul Islam University, Aiwan-e-Tijarat Road Behind Habib Bank Plaza, Karachi** before the procurement committee and the bidders or their authorized representatives who wish to be present. After completion of technical process, financial bids will be opened before technically qualified firms/suppliers and they will be informed in due course of time accordingly.
3. Bid Validity Period 90 days
4. The earnest money at the rate of **2%** of bid price should be submitted along with Bid in shape of Call Deposit/Pay order/Demand Draft/ Bank Guarantee issued by any scheduled bank of Pakistan in favor of **Sindh Madressatul Islam University Karachi**.
5. Partial, Conditional bid and bid without earnest money shall not be considered.
6. Bids must be offered on the prescribed bidding documents issued by Sindh Madressatul Islam University or downloaded from SPPRA/SMIU website. However additional sheets may be attached, if required.
7. Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of **SPPRA Rules-2010 amended (2019)**.
8. In case any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday, the tender shall be submitted/opened on the next working day at the same time and venue.

Director (Works & Services)

D: 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). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

INTRODUCTION

ITB 1.1 Name of Procuring Agency: **Sindh Madressatul Islam University, Karachi.**

ITB 1.1 Name of Contract:

PROCUREMENT OF BRANDED DESKTOP COMPUTERS FOR I.T BLOCK AT SMIU MAIN CAMPUS, KARACHI

THE BIDDING PROCEDURE

ITB 4.1 Bids shall be accepted under the **Single Stage - Two Envelope Procedure.**

PREPARATION OF BIDS

ITB 7.1 Language of the bid shall be English

ITB 9.6 *For Goods supplied from outside the Procuring Agency's country:* the price quoted shall be on **CNF/CFR basis** at Consignee's End.

ITB 10.1 *For Goods supplied from outside the Procuring Agency's country:* the price quoted shall be in **Foreign Currency.**

ITB 13.1 The Bid Security shall not be less than **2%** of the total Bid price in Foreign Currency.

ITB 14.1 Bid validity period shall be **90 days.**

SUBMISSION OF BIDS

ITB 16.1 (b) The identification of this bidding process is:

**PROCUREMENT OF BRANDED DESKTOP COMPUTERS FOR I.T BLOCK AT SMIU
MAIN CAMPUS, KARACHI
NO. SMIU/TEND/2019-2020/14**

ITB 16.1 (c) Directorate of Works and Services, first floor Sardar House Sindh Madressatul Islam University, Aiwan-e-Tijarat Road Behind Habib Bank Plaza, Karachi

“Must bear the name of the bidder” and a warning “Do Not Opened Before the time and date of bid opening”.

ITB 17.1 Deadline for bid submission: **Thursday 20th February, 2020 2:30 p.m.**

OPENING & EVALUATION OF BIDS

ITB 20.1 The technical bid opening shall take place at:

Directorate of Works and Services, first floor Sardar House Sindh Madressatul Islam University, Aiwan-e-Tijarat Road Behind Habib Bank Plaza, Karachi

Date: **Thursday 20th February, 2020**

Time: **03:00 p.m.**

CONTRACT AWARD

ITB 31.1 Qty. could be increased or decreased during the contract period (including extended period) according to the actual requirement.

ITB 34.1 The successful Bidder shall furnish the Performance Security equivalent to 5% of the total Contract amount from any scheduled bank in shape of Pay Order / Demand Draft / Call Deposit / Bank Guarantee which will be held and returned after expiry of warranty period of three years. Upon submission of Performance Security / Guarantee the Bid Security would be returned to the Bidder.

E: Special Conditions of Contract (SCC)

1. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g) The Procuring Agency is the **Sindh Madressatul Islam University, Karachi**

GCC 1.1 (h) The Bidder is: _____
(name and address of the bidder)

2. BID SECURITY (ITB CLAUSE 13)

ITB 13.1 The Bidder shall furnish, as part of its financial proposal/bid, refundable Bid Security in Foreign Currency @ 2% of the total bid value in the shape of Bank Draft / Pay Order / Call Deposit / Bank Guarantee in the name of the **Sindh Madressatul Islam University, Karachi**. The financial bid found deficient of the Bid Security will be rejected. No personal cheque in lieu thereof will be acceptable at any cost. The previous Bid Security, if any, will not be considered or carried forward. However, the Bid Security of the successful Bidder will be returned upon submission of Performance Security equal to 5% of the Contract amount that will remain with the **Sindh Madressatul Islam University, Karachi** till satisfactory completion of the Contract period. After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations

3. INSPECTIONS, TESTS AND TRAINING (GCC CLAUSE 7)

GCC 7.1, 7.2 & 7.3 The goods received in the **Sindh Madressatul Islam University, Karachi** from the Bidder will be thoroughly inspected and examine by a Concerned I.T Department to make sure that the goods received conform to the specifications laid down in the bid documents and which have been approved by the Procurement Committee for procurement. The I.T Department will submit its inspection report & any deficiency pointed out by the Concerned I.T department shall have to be rectified by the Bidder free of cost.

4. DELIVERY AND DOCUMENTS (GCC CLAUSE 8)

GCC Clause 8.1

For Goods supplied from abroad as per INCOTERM CFR / C&F @ Karachi Port:

Details of shipping and documents to be furnished by the Bidder shall be:

Upon shipment, the Bidder shall notify the Procuring Agency and the Insurance Company by telex or fax or email the full details of the

shipment, including Contract number, description of Goods, quantity, the vessel / flight, the Bill of Lading / Air Way Bill number and date, port of loading, date of shipment, port of discharge, etc. The Bidder shall send the following documents to the Procuring Agency, with a copy to the Insurance Company:

- i. 1 copy of the Bidder's invoice showing the description of the Goods, quantity, unit price, and total amount.
- ii. Original and 1 copy of the negotiable, clean, on-board bill of lading / air way bill marked "freight prepaid" and 1 copy of non-negotiable bill of lading / air way bill.
- iii. 1 copy of the packing list identifying contents of each package.
- iv. Insurance certificate.
- v. Manufacturer's warranty certificate.
- v. Inspection certificate, issued by the nominated inspection agency along with Bidder's factory inspection report.
- vi. Certificate of origin.

The Procuring Agency shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Bidder will be responsible for any consequent expenses.

5. INSURANCE (GCC CLAUSE 9)

GCC 9.1 The goods supplied under the Contract shall be on CFR / C&F basis at consignee's end under which risk will be transferred to the Procuring Agency only after it has taken delivery of the goods. Hence insurance coverage is Bidder's responsibility.

6. WARRANTY / GUARANTEE (GCC CLAUSE 12)

GCC 12.1 **The goods shall be accompanied by manufacturer comprehensive onsite warranty / guarantee for 03 years including parts, labor and Software's.**

GCC 12.2 The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.

7. PAYMENT (GCC CLAUSE 13)

GCC 13.1 The method and conditions of payment to be made to the Bidder under this Contract shall be as follows:

i. For Goods supplied from outside the Procuring Agency's country:

- (a) The Procuring Agency shall pay the Bidder or its Principal through irrevocable letter of credit opened in favor of the Bidder or Its Principal in a bank in its country, upon submission of all the requisite documents.
- (b) Bidder will bear all the additional bank charges inside and outside the Procuring Agency country on account of Confirmation of L/C, if he desires to establish a Confirmed L/C etc.

OR

ii. For Goods supplied from outside the Procuring Agency's country:

- (a) The Procuring Agency shall pay the Bidder or its Principal through **3 years deferred payment** by irrevocable letter of credit opened in favor

of the Bidder or Its Principal in a bank in its country, upon submission of all the requisite documents.

- (b) Bidder will bear all the additional bank charges inside and outside the Procuring Agency country on account of Confirmation of L/C, if he desires to establish a Confirmed L/C etc.

8. PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 16)

GCC 16.1 In case deliveries are not completed within the time frame specified in the schedule of requirements / contract, a Show cause Notice will be served on the Bidder which will be following by cancellation of the Contract to the extent of non-delivered portion of installments. No supplies will be accepted and the amount of Performance Guarantee / Security to the extent of non- delivered portion of supplies of relevant installments will be forfeited. If the firm fails to supply the whole installments, the entire amount of Performance Guarantee/Security will be forfeited to the Government Account and the firm will be blacklisted at least for five years for future participation in bids:

The liquidated damage shall be 0.5 % per week or part thereof. The maximum amount of liquidated damages shall be 10% of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Agency shall rescind the contract, without prejudice to other courses of action and remedies open to it.

9. " ARBITRATION" AND RESOLUTION OF DISPUTES (GCC CLAUSE 20)

GCC 20.3 Dispute resolution mechanism to be applied shall be as follows:

In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of the Competent Authority. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties

10. PACKING (GCC CLAUSE 21)

GCC 21.1 The packing, marking and documentation within and outside the packages shall be as per manufacturer standards meeting the safety requirements of the goods.

12. GOVERNING LANGUAGE (GCC CLAUSE 22)

GCC 22.1 The language of this Contract shall be English.

11. APPLICABLE LAWS (GCC CLAUSE 23)

GCC 23.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

12. NOTICES

Procuring Agency's address for notice purposes:

Directorate of Works and Services,
Sardar House First floor Sindh Madressatul Islam University,
Aiwan-e-Tijarat Road, Karachi.

Phone: +92-21-9217501-02-03

Email: smbhatt@smiu.edu.pk
parvez@smiu.edu.pk

Bidder's address for notice purposes:

Name of Bidder: _____

Name of Contact Person & Designation: _____

Phone No. _____

Fax No. _____

Mobile Phone No. _____

Email Address _____

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

Number	Description	Quantity	Delivery schedule (shipment) in weeks/months from _____
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**Time limit/Completion Period for delivery is same as mentioned in
NIT i.e. 45 days**

Technical Specifications

[Text of Technical Specifications to be inserted in the bidding documents by the Procuring agency, as applicable.]

Specifications are mentioned in description of items column of BOQ

1. Bid Form and Price Schedules

Date: _____
IFB N^o: _____

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* 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 _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 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.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

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

Dated this _____ day of _____ 19____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

PRICE SCHEDULE TO BID

**NAME OF WORK: PROCUREMENT OF BRANDED DESKTOP COMPUTERS FOR I.T BLOCK
AT SMIU MAIN CAMPUS, KARACHI
BILL OF QUANTITIES**

S. No.	Specifications	Qty	Unit	Rate	Amount
01	<p><u>Branded Desktop Computers (DELL, HP or equivalent)</u></p> <p><u>Processor</u> Core i3, 9th Generation, 3.0 Ghz up to 4 Ghz Processor with Turbo Boost Technology, 4 Core, 6MB Cache</p> <p><u>Memory</u> 8 GB (1x8GB DDR4 2666MHz)</p> <p><u>Hard Drive</u> 1 TB 7200 RPM SATA</p> <p><u>Optical Drive</u> DVD-Writer</p> <p><u>Graphics</u> UHD (02 GB GDDR5 Dedicated)</p> <p><u>Network Interface</u></p> <ul style="list-style-type: none">• Integrated 10/100/1000 Gigabit Ethernet (RJ-45)• 802.11 b/g/n Wi-Fi card and Bluetooth <p><u>IO Ports/Slots</u> USB 3.0 ports, USB 2.0 ports, HDMI port, VGA port, SD card slot</p> <p><u>Audio</u> Universal Audio Jack and Audio Line-Out</p> <p><u>Form Factor</u> Mini Tower</p> <p><u>Power Supply</u> internal power supply</p> <p><u>OS Support</u> Windows 10(Supported) / Ubuntu Linux</p> <p><u>Antivirus</u> Reliable and Updated (1-year subscription)</p> <p><u>LED</u> 18.5 ‘‘</p> <p><u>Warranty</u> 03 years Pro Support and Next Business Day Onsite Service</p> <p><u>Custom Bios SMIU Logo</u> including all the accessories i-e optical keyboard/mouse power cords VGA/HDMI cords Headphone and mouse pad etc.</p>	60	Nos.		

02	<p><u>Branded Desktop Computers (DELL, HP or equivalent)</u></p> <p><u>Processor</u> Core i5, 9th Generation, 3.2 Ghz up to 4 Ghz Processor with Turbo Boost Technology, 6 Core, 9MB Cache</p> <p><u>Memory</u> 8 GB (1x8GB DDR4 2666MHz)</p> <p><u>Hard Drive</u> 1 TB 7200 RPM SATA</p> <p><u>Optical Drive</u> DVD-Writer</p> <p><u>Graphics</u> UHD (02 GB GDDR5 Dedicated)</p> <p><u>Network Interface</u></p> <ul style="list-style-type: none"> • Integrated 10/100/1000 Gigabit Ethernet (RJ-45) • 802.11 b/g/n Wi-Fi card and Bluetooth <p><u>IO Ports/Slots</u> USB 3.0 ports, USB 2.0 ports, HDMI port, VGA port, SD card slot</p> <p><u>Audio</u> Universal Audio Jack and Audio Line-Out</p> <p><u>Form Factor</u> Mini Tower</p> <p><u>Power Supply</u> internal power supply</p> <p><u>OS Support</u> Windows 10(Supported) / Ubuntu Linux</p> <p><u>Antivirus</u> Reliable and Updated (1-year subscription)</p> <p><u>LED</u> 18.5 ‘‘</p> <p><u>Warranty</u> 03 years Pro Support and Next Business Day Onsite Service</p> <p><u>Custom Bios SMIU Logo</u> including all the accessories i-e optical keyboard/mouse power cords VGA/HDMI cords Headphone and mouse pad etc.</p>	35	Nos.		
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03	<p><u>Branded Desktop Computers (DELL, HP or equivalent)</u></p> <p><u>Processor</u> Core i7, 9th Generation, 3.2 Ghz up to 4 Ghz Processor with Turbo Boost Technology, 8 Core, 12MB Cache</p> <p><u>Memory</u> 8 GB (1x8GB DDR4 2666MHz)</p> <p><u>Hard Drive</u> 1 TB 7200 RPM SATA</p> <p><u>Optical Drive</u> DVD-Writer</p> <p><u>Graphics</u> UHD (02 GB GDDR5 Dedicated)</p> <p><u>Network Interface</u></p> <ul style="list-style-type: none"> • Integrated 10/100/1000 Gigabit Ethernet (RJ-45) • 802.11 b/g/n Wi-Fi card and Bluetooth <p><u>IO Ports/Slots</u> USB 3.0 ports, USB 2.0 ports, HDMI port, VGA port, SD card slot</p> <p><u>Audio</u> Universal Audio Jack and Audio Line-Out</p> <p><u>Form Factor</u> Mini Tower</p> <p><u>Power Supply</u> internal power supply</p> <p><u>OS Support</u> Windows 10(Supported) / Ubuntu Linux</p> <p><u>Antivirus</u> Reliable and Updated (1-year subscription)</p> <p><u>LED</u> 18.5 ‘‘</p> <p><u>Warranty</u> 03 years Pro Support and Next Business Day Onsite Service</p> <p><u>Custom Bios SMIU Logo</u> including all the accessories i-e optical keyboard/mouse power cords VGA/HDMI cords Headphone and mouse pad etc.</p>	35	Nos.		
Grand Total Amount in Foreign Currency					

GRAND TOTAL (in words)

Signature of contractor & seal

Convener Tender Committee

2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring agency]* (hereinafter called “the Procuring agency”) in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

3. FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 19____ between [name of Procuring Agency] of [country of Procuring agency] (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., [brief description of goods and services] 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)

4. Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 19____ to supply *[description of goods and services]* (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the _____ day of _____ 19_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Procuring agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

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

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

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

(INTEGRITY PACT)
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS

Contract No. _____

Dated: _____

Contract Value: _____

Contract Title:

M/s. _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, **M/s.** _____ represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

M/s. _____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s. _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, **M/s.** _____ agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **M/s.** _____ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Client:

Name of Contractor/Supplier:

Signature:

Signature:

[Seal]

[Seal]

Designation:

Designation: