SPPRA STANDARD FORM OF BIDDING DOCUMENT FOR PROCUREMENT OF GOODS



"PROCUREMENT OF 250 KVA GENERATOR (SUPPLY & INSTALLATION WITH COMPLETE WARRANTY ONE YEAR)

Estimated Cost: Rs. 8.201 Million

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INVITATION FOR BIDS / NOTICE INVITING TENDERS



DAWOOD UNIVERSITY OF ENGINEERING AND TECHNOLOGY (DUET)

New M.A. Jinnah Road, Karachi-74800(PAKISTAN)
PHONE: 021-99231195-98, 99230307, 99232381 FAX: 021-99230710

NO. DUET/NIT/WORKS/2025-8

NOTICE INVITING TENDER ON EPADS

EPADS website: https://portalsindh.eprocure.gov.pk/#/

Under the relevant provision of SPP rules 2010 (amended till to date), bids are invited online on SPPRA EPADS Portal for Procurement of Following Works:

Sr. No.	Tender Title	Bid Security	Tender Fee (Non- Refundable)	Estimated Cost (In Million)	Date & Time of Issuance of Bidding Document on EPADS	Last Date & Time for Submission of Bids on EPADS	Date & Time for Opening of Bids on EPADS
1.	Procurement of 250 KVA Generator Supply & Installation with complete warranty 1 year	3%	3000/-	8.201 (Million)	09-08-2025 to 25-08-2025 (up to 12:00 noon)	25-08-2025 (02:00 PM)	25-08-2025 (03:00 pm)
2.	Procurement of Stationary	3%	3000/-	3.1134 (Million)	09-08-2025 to 26-08-2025 (up to 12:00 noon)	26-08-2025 (02:00 PM)	26-08-2025 (03:00 pm)

Eligibility: Income Tax- GST, NTN and SRB registered firms (as per SPPRA Rule 46 1a (iii) is mandatory)

Method of Procurement: Single Stage – Single Envelope procedure (Technical & Financial Proposal)

Bidding Documents can be obtained and shall be submitted through EPADS

website as per above mentioned schedule. EPADS web: https://portalsindh.eprocure.gov.pk/#/ and will also be available on DUET own website: www.duet.edu.pk.Supplier are advised to get the registration on EPADS portal at https://sindh.eprocure.gov.pk/#/supplier/registration. The required Bid Security & Tender Fee (Non-Refundable) in shape of Pay Order in favour of Dawood University of Engineering & Technology (DUET), Karachi will submit at Director (W&S), Convener Procurement Committee at the time of submission as specified below:

In case of any Govt. Holiday or unforeseen situation or incident, the bids shall be issued, submitted & opened on the next /working day as per schedule. Place of issuance & inquiries will be at Procurement Section and submission will be at Director, Works & Services Department DUET, Karachi. Tenders will be opened at Seminar Hall, Dawood University of Engineering & Technology, Karachi.

Under the following conditions Bid will be rejected:

- Conditional and telegraphic bids/tenders
- > Bids not accompanied by bid security & non-refundable tender fee.
- Bids received after a specified date and time.
- Bid received without Signature & Stamp
- > Bid submitted without required documents as per qualification criteria.
- > In accordance with the relevant provisions of the SPPR rules, if the firm is currently blacklisted (an affidavit on legal stamp paper must be attached stating that the firm is not blacklisted at present.

All other terms & conditions are mentioned in the bidding documents. The procuring agency reserves the right to reject all or any bids subject to the relevant provision of Sindh Public Procurements Rules 2010 (Amended till to date).

Procurement Officer, DUET



INSTRUCTIONS TO BIDDERS

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Instructions to Bidders

A. Introduction

1. Source of Funds

- 1.1 The Procuring agency has received /applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this Loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Sindh., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules 2010 (Amended uptodae) and its Bidding Documents except as provided hereinafter.
- 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 Procuring agency 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 in the Province of Sindh 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 Government of Sindh.
- 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the

any government organization in accordance with sub clause 34.1

3. Eligible Goods and Services

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules 2010 (amended upto date) and its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, "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 when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

- 5.1 The bidding documents include:
 - (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Technical Specifications
 - (g) Bid Form and Price Schedules
 - (h) Bid Security Form
 - (i) Contract Form
 - (j) Performance Security Form
 - (k) Manufacturer's Authorization Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the

rejection of its bid.

Bidding **Documents**

6. Clarification of 6.1 A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

Bidding **Documents**

- 7. Amendment of 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
 - 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
 - 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents 9.1 **Comprising** the Bid

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

- a Bid Form and a Price Schedule completed in (a) accordance with ITB Clauses 10, 11, and 12;
- (b) documentary evidence established in accordance with ITB

- Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.
- 10. Bid Form 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 11. **Bid Prices**11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
 - 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
 - 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
 - 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
- **12. Bid Currencies**12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 13. Documents
 Establishing
 Bidder's
- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

Eligibility and Qualification

- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 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 Supplier'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 qualification criteria listed in the Bid Data Sheet.

14.Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of 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.
- 14.2 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.
- 14.3 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;

- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
- (c) 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.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) 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.
- **15. Bid Security**15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
 - 15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
 - 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
 - (b) irrevocable cashable on-demand Bank call-deposit.
 - 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.

- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32;

Or

(ii) to furnish performance security in accordance with ITB Clause 33.

- 16. Period of Validity of Bids
- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
- 17. Format and 17.1 The Bidder shall prepare an original and the number of copies of Signing of Bid the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
 - 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a

person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and 18.1 The Bidder shall seal the original and each copy of the bid in Marking of separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

- 18.2 The inner and outer envelopes shall:
 - (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.
- 19. Deadline for 19.1 Bids must be received by the Procuring agency at the address

 Submission of specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
 - 19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and

obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 20. Late Bids 20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
- **21.** Modification 21.1 The Bidder may modify or withdraw its bid after the bid's and Withdrawal of Bids

submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.

- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of22.1 The Procuring agency will open all bids in the presence of Bids by the **Procuring** agency

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 20.

- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) 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.
- 22.4 The Procuring agency will prepare minutes of the bid opening.
- **Bids**
- **23.** Clarification of 23.1 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.
- 24. Preliminary24.1 The Procuring agency will examine the bids to determine **Examination** 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.
 - 24.2 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.
 - 24.3 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.
 - 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 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 (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), 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.

24.5 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.

Comparison of **Bids**

- **25. Evaluation and** 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
 - 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
 - 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
 - incidental costs (a)
 - delivery schedule offered in the bid; (b)
 - deviations in payment schedule from that specified in the (c) Special Conditions of Contract;
 - (d) the cost of components, mandatory spare parts, and service;
 - (e) the availability Procuring agency of spare parts and aftersales services for the equipment offered in the bid;
 - the projected operating and maintenance costs during the (f) life of the equipment;
 - the performance and productivity of the equipment offered; (g) and/or
 - other specific criteria indicated in the Bid Data Sheet (h) and/or in the Technical Specifications.
 - 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
 - Incidental costs provided by the bidder will be added by (a) Procuring agency to the delivered duty paid (DDP) price at

the final destination.

(b) Delivery schedule.

(i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

 \mathbf{or}

- (iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.
- (c) Deviation in payment schedule.
 - (i) 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.

 \mathbf{or}

(ii) The SCC stipulates the payment schedule offered by

the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(d) *Cost of spare parts.*

(i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

(ii) The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

- (iii) The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, 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) Spare parts and after sales service facilities in the *Procuring agency's country.*

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) Operating and maintenance costs.

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.
 - (i) 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 specified in the Bid Data Sheet 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.

or

- (ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
- i. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

Alternative

25.4 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of]

Evaluated price of the goods	60 to 90
Cost of common list spare parts	0 to 20
Technical features, and maintenance and operating costs	0 to 20
Availability of service and spare parts	0 to 20
Standardization	0 to 20
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

Procuring agency

- **26.** Contacting the 26.1 Subject to ITB Clause 23, 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 the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
 - 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

27. Postqualification

- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

28. Award Criteria

28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is

determined to be qualified to perform the contract satisfactorily.

- 29. Procuring agency's Right to Vary **Ouantities** at Time of Award
- 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids
- 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

Award

- **31. Notification of**31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
 - 31.2 The notification of award will constitute the formation of the Contract.
 - 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32. Signing of Contract

- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

33 Performance Security

- 33.1 Within twenty (10) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or 34.1 The Government of Sindh requires that Procuring agency's

Fraudulent Practices

(including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything 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) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.
- Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

General Conditions of Contract

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General Conditions of Contract

- 1. **Definitions** 1.1 In this Contract, the following terms shall be interpreted as indicated:
 - (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
 - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any Other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
 - (h) "The Procuring agency's country" is the country named in SCC.
 - (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
 - (j) "The Project Site," where applicable, means the place or places named in SCC.
 - (k) "Day" means calendar day.
- **2. Application** 2.1 These General Conditions shall apply to the extent that they are

not superseded by provisions of other parts of the Contract.

- **3. Country of**3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and `further elaborated in the SCC.
 - 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
 - 4. Standards 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of
 Contract
 Documents
 and
 Information;
 Inspection and
 Audit by the
 Government
- 5.1 The Supplier 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 Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.

- 5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.
- **Patent Rights**6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.
- 7. Performance 7.1 Within twenty (10) days of receipt of the notification of Contract

 Security award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
 - 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
 - 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
 - (b) a cashier's or certified check.
 - 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 8. Inspections 8.1 The Procuring agency or its representative shall have the right to and Tests inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
 - 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at

- the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Supplier 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.
- 9.2 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.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.

- **11. Insurance** 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.
- **12. Transpor-** 12.1 The Supplier is required under the Contact to transport the Goods **tation** to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- **13. Incidental**13.1 The Supplier may be required to provide any or all of **Services**following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; And
 - (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
 - 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
 - 14. Spare Parts14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from Design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
 - 15.5 If the Supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

- **Payment**16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
 - 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
 - 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
 - 16.4 The currency of payment is Pak. Rupees.

17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.
- **18. Change Orders** 18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20 Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

21 Subcontracts 21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the 22.1 Delivery of the Goods and performance of Services shall be Supplier's made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or

all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination 24.1 for Default

The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"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 Borrower, 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 Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to thoseundelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure 25.1

Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

27. Termination for Convenience

27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of28.1 The Procuring agency and the Supplier shall make every effort to **Disputes**resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

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

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

31 Notices

31.1 Any notice given by one party

to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- **32 Taxes and Duties** 32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

BIDDING DATA

The following specific data for the goods to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instructions to Bidders Clause Reference

1.1 Name of Procuring Agency

Dawood University of Engineering & Technology (DUET), Karachi

Brief Description of Works

"Procurement of 250 KVA Generator Set (Supply, installation and Complete Warranty) at Main Campus, DUET, Karachi.

Source of Financing/Funding Agency:

Dawood University of Engineering & Technology (DUET), Karachi

4.1 (a) Procuring Agency's address:

<u>Procurement Section Dawood University of Engineering & Technology (DUET)</u> <u>New M.A. Jinnah Road, Karachi-74800</u>

7.1 Performance Security: 05% of quoted bid amount

Within twenty (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security i.e. 05% of the Quoted Bid Amount specified in SCC.

8.1 Language of Bid:

The Bid & all other correspondence and documents related to bid shall be prepared in **English** language. Information in any other language shall be accompanied by its translation in English.

11.2 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.5 Bid Prices

- i. Bid is valid till required period 90 Days.
- ii. Bid prices are firm/fixed during currency of contract.
- iii. Completion period offered is within specified limits.
- iv. Bidder is eligible to Bid and possesses the requisite experience, capability, and qualification as per Bidders Qualification/Evaluation Criteria

- v. Bid does not deviate from the technical requirements / Specification. (Very Important).
- vi. Bids are generally in order, etc.

Procuring agency adopts Fixed Price Contract

(a) **Fixed Price Contract:** In these contracts no escalation will be provided during currency of the contract.

13.3 (d) Eligibility/Qualification Criteria:

Mentioned on Page 44 mentioned below and also see Important Notes for Bidders in Schedule of Requirements

15.1 Amount of Bid Security

Bid Security equivalent to 3% of cost offered for event in the shape of pay order in the name of Dawood University of Engineering & Technology (DUET) Karachi.

16.1 Period of Bid Validity

90 days from opening of bids

17.1 Number of Copies of the Bid to be submitted:

One original to be Submitted on EPADS SPPRA Portal in PDF format and the same Hard Copy along with all required / necessary document / company profile will submit at Convenor Procurement Committee, DUET

18.2 (a) Procuring Agency's Address for the Purpose of Bid Submission

BIDDERS shall submit bids online on SPPRA EPADS website /portal as per link given in the NIT. Original pay orders of Bid Security & Tender Fee (Non-Refundable) must be submitted Director (W&S), Dawood University of Engineering & Technology (DUET), Karachi.

Address: New M.A Jinnah Road, Karachi

19.1 Deadline for Submission of Bids

As per NIT

22.1 Venue, Time, and Date of Bid Opening

As per NIT

Special Conditions of Contract

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17. NOTICES (GCC CLAUSE 31)

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: **Dawood University of Engineering & Technology**

GCC 1.1 (h)—The Procuring agency's country is: **Pakistan**

GCC 1.1 (i)—The Supplier is:

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

3. Performance Security (GCC Clause 7) –

GCC 7.1— The amount of performance security, as a percentage of the Contract Price, shall be submitted within 10 days from the date of Notification for award of contract. The bidder should submit **performance security @ 05% of bid price in shape of pay order**, from any scheduled bank in Pakistan which shall be held and returned after maintenance/warranty period and satisfactory report from Directorate of ICT/Head of ICT/Procuring Agency.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6 — All the supplies will be checked and tested prior to supply. All the payments in this connection will be borne by the Supplier.

5. Packing (GCC Clause9)

Same as per GCC 9

6. Delivery and Documents (GCC Clause10)

GCC 10.3— Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency:

- i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount:
- ii. Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii. Copies of the packing list identifying contents of each package;
- iv. Insurance Certificate;
- v. Manufacturer's or Supplier's warranty certificate;
- vi. Inspection certificate, issued by the nominated inspection agency, and the supplier's factory inspection report;
- vii. Certificate of origin.

7. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is vendor's responsibility. Since the Insurance is vendor's responsibility, they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are mentioned in GCC clause 13 and the cost of Incidental services are included in the Contract Price.

9. Spare Parts (GCC Clause 14)

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

10. Warranty (GCC Clause 15)

GCC 15.2—The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be according to SCC Clause 13.

11. Payment (GCC Clause 16)

Payment for Goods supplied:

Payment shall be made in Pak. Rupees as per GCC clause 16

12. Prices (GCC Clause17)

GCC 17.1—Prices charged by the Vendor/Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted in the approved bid.

13. Liquidated Damages (GCC Clause

23) GCC 23.1—Applicable rate:

If you fail to complete the work within the stipulated time, the day to day liquidated damages at the rate of 1% of the value of contract per day shall be recovered from vendor/supplier subject to the maximum of 10% (ten percent) of the value of contract.

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Vendor/Supplier, the dispute shall be referred to Vice Chancellor Sindh Dawood University (DUET) for adjudication or arbitration and the decision of the Vice Chancellor shall be binding for the Vendor/Supplier.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language is **English** as specified in Bid Data Sheet.

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991 The Bonded Labour System (Abolition) Act of 1992 The Factories Act 1934

17. Notices (GCC Clause 31)

18.

GCC 31.1—Procuring agency's address for notice purposes:

Director (Works & Services), Dawood University of Engineering & Technology (DUET, Karachi

— Supplier's address for notice purposes:

SCHEDULE OF REQUIREMENTS

SUPPLY, INSTALLATION WITH COMPLETE WARRANTY OF 250 KVA GENERATOR

S/ #	Specifications	Qty	Unit Rate (Inclusive of Govt. Applicable Taxes)	Total Amount (Incl. of Govt. Applicable Taxes)
	Supply & Installation With Complete One Y of 250 KVA Generator Set (Diesel Generator 50Hz / 1500 RPM, Cummins Engine Model "Or EQUIVALENT ONLY"	Set 250 KVA		
	General Features:			
	 Subject to a comprehensive performance test which includes 50% load, 70%load, 100%load, 110% load and to check, verify that all control systems, alarm and shut- down protection. 			
	 Equipped with battery & external charger ar x 2) high performance maintenance-free lea batteries and connecting cables (DC Wires Engine Connection). 	d-acid starting		
1	 Vibration isolators between the engine/alter frame. 	nator and base 01		
1.	 Equipped with industrial silencer and flexible exhaust hose. 			
	 Powered by Cummins engine (or Equivalen with Stamford alternator (or Equivalent). 	t) and coupled		
	Diesel Generator Set Data:			
	 Engine Make Prime Power Engine Model Standby Power Alternator Model Frequency / Speed Controller Rated Voltage Phase Cummins 200 KW / 250 KV UT855-GA UCDI274K 50 Hz / 1500 RPN DSE4520 230V/400V Three 	VA		
	1) Prime power: The rating is available for an unlimoperating hours in variable load applications; in ac ISO8528-1.A 10% overload is available for a pe	cordance with		

within 12-hour period of operation, in accordance with ISO 3046-1.

- Standby power: The rating is applicable for supplying emergency power in variable load applications for up to 200 hours per year in accordance with ISO8528-1. Overload is not allowed.
- 3) Rated voltage: 230/400 V or as per requirement

Engine Specification:

Engine Model	NT855-GA	Bore x Stroke	140 x 152 mm
Brand	Cummins	Displacement	14 L
Cylinder	6	Compression Ratio	15.0:1
Arrangement	In-line	Prime Power	231 KW / 1500 RPM
Cycle	4	Standby Power	254 KW / 1500 RPM
Aspiration	Turbocharg ed	Injection System	Direct - Cummins PT
Piston Speed	7.62 m/s	Fuel Consumption	53 L at 100% Load
Friction Energy Output	22kw	Starter Motor	DC24V
Oil Capacity	38.6 (L)	Alternator	DC24V
Coolant Capacity	20.8 (L)	Low idle	575-650rpm

Alternator Specification:

Alternator Model	UCDI274K	Number of Phase	3
Alternator Brand	STAMFOR D	Rated Voltage	400V
Exciter Type	Self excited, brushless	Power Factor	0.8
Rated Output Power	250 KVA	Voltage Regulation	<u>≤ +</u> 1%
Rated Speed	1500 RPM	Insulation	Class H
Rated Frequency	50 Hz	Protection Grade	IP23

Electronic Controller DSE 4520:

DSE4520 is an advanced control module based on micro-processor, containing all necessary functions for protection of the Genset and the breaker control. It can monitor the mains supply, breaker control and automatically start the engine when the mains are abnormal. Accurately measure various operational parameters and display all values and alarms information on the LCD. In addition, the control module can automatically shut down the engine and indicate the engine failure.

Key Features:

- Microprocessor control, with high stability and credibility.
- Monitoring and measuring operational parameters of the mains supply and genset.

- Indicating operation status, fault conditions, all parameters and alarms.
- Multiple protections: multiple parameters display, like pressure, temp. etc.
- Manual, automatic, and remote work mode selectable.
- Real time clock for time and date display, overall runtime display, 250 log entries
- Overall power output display.
- Integral speed/frequency detecting, telling status of start, rated operation and over speed etc.

Sound Proof Canopy Features Requirement:

- Noise of the generator less than 95dB(A) at 1m, or 75 ~ 85dB(A) at 7m.
- Multi-way air intake and exhaust guarantee the power performance of the generator.
- Large-scale impedance combined type silencer effectively reduce noise of the generator.
- Internal high performance rubber damper and flexible materials reduce vibration.
- Base mounted fuel tank supports the generator running for 8 hours.
- Warranty 12 months from the delivery the date of Installation or 1500 running hours, whichever comes first.
- Service and parts must be available at Authorized Manufacture / Distributor

Delivery Time: With in One Month Period or Earliest after the receipt of Supply Order

Total Amount in Words:	

Important Note for Bidders:

- 1. The Word <u>"or equivalent"</u> will be read where the model's name & Model No is mentioned under the relevant provision of SPP rules 2010
- 2. Inspection & Load Testing will be required at Distributor / Supplier Site also before to deliver the Generator Set at DUET premises.
- 3. Bidder provide details of Ware House / Workshop Facility
- 4. The scope of work includes the supply, installation and testing of Generator.
- 5. All items shall be new as used and refurbished are not allowed in any case.
- 6. In case of Import of PCs supplier will provide complete details of Import.
- 7. The supplier shall also provide post-commissioning support services (i.e., technical assistance, repair, and maintenance) for atleast One Year. Warranty Period will be counted after complete delivery & testing of Generator Set.
- 8. Supplier will be responsible for safe & sound delivery at his own cost without charging any extra amount against transportation.
- 9. Bids must be uploaded on EPADS with all required documents including bidding document with sign & stamp of Bidder or Authorized Person.

BIDDERS ELIGIBILITY & QUALIFICATION CRITERIA (Yes / No basis)

Sr. No.	Details	Yes / No
1	Non Refundable Tender Fee Rs. 3000/ in shape of Pay Order in Favour of DUET, Karachi.	
2	3% BID Security in shape of pay order in favour of DUET, Karachi	
3	Currently Firm is not a Black Listed Firm in any Institution (Govt. /Semi Govt./Autonomous bodies) (attach undertaking on Legal Stamp paper)	
4	Relevant Experience at least 05 Years in the relevant field\ (Attach Proof of Work Orders/Satisfactory Reports/Completion Certificate)	
5	Registration with FBR for Income Tax (NTN) & GST for Goods	
6	Annual Turnover of last 05 years, twice as per the estimated cost per year or under the relevant provision of SPP rules 2010 (amended till to date) Attach Bank Statement for Annual Turn Over	
7	Active Tax Payer – Attach Proof	
8	List/details of Existing Clients – Attach Proof	
9	Manufacturer's Authorization Certificate- Attach Proof	
10	Ware House / Workshop Details	
	Remarks (Qualified / Disqualified)	

1. Bid Form and Price Schedules

]	Date:
	IFE	3 N ^o :
To: [name and address of Procuring	Agency]	
Gentlemen and/or Ladies:		
receipt of which is hereby duly [description of goods and services] in bid amount in words and figures] on	y acknowledged, we, the unders n conformity with the said biddi	ddenda Nos. [insert numbers], the igned, offer to supply and delivering documents for the sum of [total accordance with the id.
We undertake, if our Bio schedule specified in the Sche	-	ls in accordance with the delivery
-	we will obtain the guarantee of a Price for the due performance gency.	-
opening under Clause 22 of t	.	days from the date fixed for Bio it shall remain binding upon us period.
		Bid, together with your writter titute a binding Contract between
_	tes, if any, paid or to be paid by re are awarded the contract, are	us to agents relating to this Bid, listed below:
Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
(if none, state "none")		
We understand that you are no	ot bound to accept the lowest or	r any bid you may receive.

Dated this	day of	2024.	
[signature]		[in the capacity of]	_
Duly authorized to sig	n Bid for and on beh	alf of	

2. Bid Security Form

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

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 A	AGREEMENT made the	day of 202	5 between [name of Procuring
Agencyj	of [country of Procuring agency] (hereinafter called "the Pro	ocuring agency") of the one part ed "the Supplier") of the other
descript	ion of goods and services] and has a rvices in the sum of [contract prices]	ccepted a bid by the Supp	and ancillary services, viz., [brie] lier for the supply of those goods nafter called "the Contract
NOW	THIS AGREEMENT WITNE	SSETH AS FOLLOWS:	
1.	In this Agreement words and tively assigned to them in the C	-	_
2. of this (a) (b) (c) (d) (e) (f)	The following documents shat Agreement, viz.: the Bid Form and the Price So the Schedule of Requirements the Technical Specifications; the General Conditions of Co the Special Conditions of Con the Procuring Agency's Notif	chedule submitted by the Is; ntract; ntract; and	-
goods	after mentioned, the Supplier h	nereby covenants with the	Procuring agency to the Supplier as Procuring agency to provide the in all respects with the provisions
such o	on of the goods and services a	and the remedying of defe ble under the provisions o	Supplier in consideration of the cts therein, the Contract Price of the contract at the times and in
	TNESS whereof the parties he ordance with their respective la		
Signed agency	, sealed, delivered by	the	(for the Procuring
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 pursual Contract No. [reference number of the contract] dated 19 to supply [description of the contract] (hereinafter called "the Contract").	
AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall you with a bank guarantee by a reputable bank for the sum specified therein as secur compliance with the Supplier's performance obligations in accordance with the Contract.	rity for
AND WHEREAS we have agreed to give the Supplier a guarantee:	
THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on be the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pa upon your first written demand declaring the Supplier to be in default under the Contra without cavil or argument, any sum or sums within the limits of [amount of guar-antee] as afor without your needing to prove or to show grounds or reasons for your demand or the specified therein.	ay you, act and oresaid,
This guarantee is valid until the day of19	
Signature and seal of the Guarantors	
[name of bank or financial institution]	
[address]	
[date]	

5. Bank Guarantee for Advance Payment (N/A)

To: [name of Procuring agency]
[name of Contract]
Gentlemen and/or Ladies:
In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, [name and address of Supplier] (hereinafter called "the Supplier") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].
We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding
[amount of guarantee in figures and words].
We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.
This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].
Yours truly,
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 [reference of the Invitation to Bid]

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:	
contract, right, interest, privilege or other	clares that it has not obtained or induced the procurement of any obligation or benefit from Government of Sindh (GoS) or any of or any other entity owned or controlled by GoS through any
warrants that it has fully declared the broken given or agreed to give and shall not give or or indirectly through any natural or juridical director, promoter, shareholder, sponsor or kickback, whether described as consultation	represents and serage, commission, fees etc. paid or payable to anyone and not a agree to give to anyone within or outside Pakistan either directly person, including its affiliate, agent, associate, broker, consultant, a subsidiary, any commission, gratification, bribe, finder's fee or on fee or otherwise, with the object of obtaining or inducing the privilege or other obligation or benefit in whatsoever form from declared pursuant hereto.
arrangements with all persons in respect of	t it has made and will make full disclosure of all agreements and or related to the transaction with GoS and has not taken any action e above declaration, representation or warranty.
not making full disclosure, misrepresenting declaration, representation and warranty. obligation or benefit obtained or procured	esponsibility and strict liability for making any false declaration, g facts or taking any action likely to defeat the purpose of this It agrees that any contract, right, interest, privilege or other d as aforesaid shall, without prejudice to any other rights and contract or other instrument, be voidable at the option of GoS.
agrees to indemnify GoS for any loss or da and further pay compensation to GoS in gratification, bribe, finder's fee or kickback	exercised by GoS in this regard, M/s
Name of Client:	Name of Contractor/Supplier:
Signature:	Signature:



DAWOOD UNIVERSITY OF ENGINEERING & TECNOLOGY M.A.JINNAH ROAD, KARACHI-74800 (PAKISTAN)

No. DUET/REG/2022 Dated: 22-07-2022

COMPLAINT REDRESSAL COMMITTEE (CRC)

In Pursuance of Rule-31 of the Sindh Public Procurement Rules 2010 (amended in 2013), the Competent Authority is pleased to re-consitute a Compaint Redressal Committee (CRC) comprising of the following officers as under to resolve the complaints of aggrieved bidders:

1. Prof. Dr. Syed Asif Ali Shah

Chairman

Registrar

Dawood University of Engineering & Technology (DUET)

2. Respresentative of Accountant General Government of Sindh

Member

3. Independent Professional Expert (To be nominated from relevant field)

Member

ToRs

- To perform according to Rule 31 of SPPRA rules 2010 (amended 2013)
- To perform any other functions ancillary and incidential to above.

his is issued with the approval of the Competent Authority



DAWOOD UNIVERSITY OF ENGINEERING AND TECHNOLOGY M. A. JINNAH ROAD, KARACHI-74800 (PAKISTAN)

PHONE: 021-99231195-98, 99232645 FAX: 021-9923071

No.DUET/Reg/Procurement-C-Re-Const./2025-750 17th July 2025

NOTIFICATION

It is notified that Vice Chancellor, Dawood University of Engineering and Technology, Karachi has been pleased to re-constitute the following 'Procurement Committee (PC)' of Dawood University of Engineering and Technology, Karachi for procurement of goods, works & services needs for a period of one year, with effect from 11th July 2025.

S.#	Name	Designation & Department	Role
1	Dr. Raja Shahmir Nizam Shaikh	Director (Works & Services), DUET	Convener
2	Dr. Izhar Hussain Zaldi	Director ICT, DUET	Co-Convener
3.	Engr. Neelam Memon	Director (Works & Services), Faculty of I&CS, DUET	Member
4.	Engr. Ishfaque Khanzada	Communication Network Engineer Department of Main Communication Network, University of Karachi	Member
5.	Engr. Shahzaib Naeem	Procurement Officer, Jinnah Sindh Medical University, Karachi.	Member
6.	Mr. Muhammad Asif Hashim	Procurement Officer, Procurement Section, DUET	Secretary

- Head of Concerned Department or Nominee shall be adopted as a Co-opted Member/Technical Expert, as and when necessary, as per recommendations of Procurement Committee. Two-third of the members shall form the quorum and presence of at least one outside member shall be mandatory.
- The Convener shall receive and keep all bidding documents and after opening of bids the security money shall be kept with Finance Department.

Functions of Procurement Committee (As per SPPRA Rule 8):

- o Prepare and/ or Reviewing bidding documents;
- o Carrying out technical as well as financial evaluation of the bids;
- o Preparing evaluation report as provided in Rule 45
- Making recommendations for the award of contract Award to the Competent Authority
- Perform any other function ancillary and incidental to above.

This issues with the approval of the Vice Chancellor.

Prof. Dr. Syen Asif Ali Shah Registrar

C.c to:

- Procurement Committee members
- . P.S to Vice Chancellor, DUET, Karachi.
- Director Finance, DUET, Karachi.
- Office record file.



PHONE: 021-99231195-98, 99230307, 99232381 FAX: 021-99230710

Procurement Description	Head of Account	Proposed Estimate for Proc Plan 2024-25	Source of funds (ADP/Non- ADP)	Proposed Procurement Method	Timing of Procurement
Repair & Maintenacne Building (Civil Works)	Repair & Maintenacne Building (Civil Works)	74.50	Non ADP / Own	Open Competitive Bidding Process (OCB)	1st - 4th
Electification Plumbing & Other Infrastructure	Electification Plumbing & Other Infrastructure	5.50	Non ADP / Own	ОСВ	1st - 4th
Stationary (including controller examinaion deptt stationary)	Stationary	4.5484	Non ADP / Own	800	1st Quarter
Printing of Annual Reports 2023-24	Printing & Publication	8.4215	Non ADP / Own	ОСВ	1st Quarter
Printing & Designing of DUET Graduate Profile Directory (as per DUET specs): Printing + Designing of Graduate Profile Directory Pages 400 Pages Size: 84" x 11" Size: 84" x 11" 128 Gram art/mat paper Cover 4+4 Color Printing on 350 Gram Art Card with Mat Lamination & Spot UV on Front Side.	Printing & Publication	1.6905	Non ADP / Own	800	1st Quarter

PROCUREMENT PLAN



DAWOOD UNIVERSITY OF ENGINEERING AND TECHNOLOGY (DUET) New M.A. Jinnah Road, Karachi-748000(PAKISTAN)

PHONE: 021-99231195-98, 99230307, 99232381 FAX: 021-99230710

Procurement Description	Head of Account	Proposed Estimate for Proc Plan 2024-25	Source of funds (ADP/Non- ADP)	Procurement Method	Procurement
Procurement of Prospectus Kit (Laptop Bag, Stationary included Pen printed DUET, pencil HB, Eraser, Sanitizer bottle 30 ML printed DUET Logo & vision mission, Water Bottles 600 ML (Temperature Bottles) Printing & Designing of DUET Prospectus, DUET Newsletters, DUET Handbooks and DUET Writing	Printing & Publication	5.9400	Non ADP / Own	ОСВ	1st Quarter
Pad Procurement of Examination Material Printing for	Printing & Publication	1.5647	Non ADP / Own	0CB	4th Quarter
Controller of Examination Department Procurement Of Gowns	Generic Consumable	3.7070	Non ADP /	ОСВ	3rd Quarter
Procurement of Designing & Printing Material for Upcoming DUET Convocation 2025			Non ADP / Own	ОСВ	1st Quarter
Invitation Cards 1200 Qty,	Convocation Expense	0.8980	Non ADP / Own	ОСВ	1st Quarter
Degree Folders 400 qty,	Convocation Expense		Non ADP /	ОСВ	1st Quarter
3. Award Shields Fancy Imported Wooden	Convocation Expense		Non ADP / Own	ОСВ	1st Quarter
Certificates 50 Qty	Convocation Expense		Non ADP /	90G	1st Quarter
Procurement of Gold Medals & Silver Medals for DUET Convocation 2025	Convocation Expense	0.5745	Non ADP / Own	ОСВ	1st Quarter
Procurement of Various Services (Decoration, Catering Food etc on DUET Convocation 2025	Convocation Expense	7.2290	Non ADP / Own	ОСВ	1st Quarter



PHONE: 021-99231195-98, 99230307, 99232381 FAX: 021-99230710

Procurement Plan 2024-25

Electrification, Plumbing and Other Infrastructure
Electrification, Plumbing and Other Infrastructure
Electrification, Plumbing and Other Infrastructure
Repair & Maintanance Building
IT Equipment
IT Equipment
IT Equipment



PHONE: 021-99231195-98, 99230307, 99232381 FAX: 021-99230710

Procurement Plan 2024-25

Head of Account Office & Electric Equipment Office & Electric Equipment Office & Electric Equipment Office & Electric Equipment Repair & Maintenance Transpo Repair & Maintenance (Machin & Equipment) Service Charges
Head of Account
Proposed Estimate for Proc Plan 2024-25 2.6982 10.4419 2.9407 16.0808 3.5000 1.7500 17.3053
Head of Account Office & Electric Equipment Office & Electric Equipment Office & Electric Equipment Office & Electric Equipment Repair & Maintenance (Machinery & Equipment) Service Charges



PHONE: 021-99231195-98, 99230307, 99232381 FAX: 021-99230710

Procurement Description	Head of Account	Proposed Estimate for Proc Plan 2024-25	Source of funds (ADP/Non- ADP)	Proposed Procurement Method	Timing of Procurement
CMS SOFTWARE - 2nd Year License Renewal Cost with complete technical support	Software	8.1400	Non ADP / Own	8 0 0	4th Quarter
Orientation Day Expenses			Non ADP / Own	ОСВ	3rd - 4th Qtr
Roman banner MS Pipe Frame with Pana Flex Size 12 ft * 8 Ft Rental Basis	Generic Consumbales	0.1272	Non ADP / Own	ОСВ	
Media wall MS pipe Frame with Pana flex Size 12ft ** 8 Ft Rental Basis	Generic Consumbales	0.0225	Non ADP / Own	ОСВ	
		0.1497	Non ADP /	90CB	
DECORATION SETUP ON ORIENTATION Group Photo Pavilion Setup for 80 Students in Flag Hoisting Lawn area with 6 VIP Chairs G Dispensers for Auditorium along with water bottle students & Parents Disposal glasses for students & Parents Mini Mineral Water Bottles Standing Fan Standing Fan Stage Seating Setup with white cloth and Flower	Entertainment	0.2852	Non ADP / Own	ОСВ	3rd - 4th Qtr
setup for 8 persons SMD 10*20 Sound System 50 Chairs, Kanat, Tent, 6 ,2:5 * 4 Table with Cover					
For waiting Area Tent, kanat, Table and Chairs with Cover For Auditorium lawn					1



PHONE: 021-99231195-98, 99230307, 99232381 FAX: 021-99230710

Procurement Description	Head of Account	Proposed Estimate for Proc Plan 2024-25	Source of funds (ADP/Non- ADP)	Proposed Procurement Method	Procurement
Orientation Day Expenses - Lunch Boxes	Entertainment	0.5980	Non ADP /	ОСВ	3rd - 4th Otr
		0.8832	Non ADP / Own	ОСВ	
Students Week (Decoration Rs. 426,000, Printing of Panaflex Rs. 25800/- & Sports items 37,107/-	Students Activity	0.5000	Non ADP / Own	820	3rd - 4th Qtr
Gala Dinner (1000 Guests)		3.0385	Non ADP / Own	800	3rd - 4th Qtr
			Non ADP / Own		
LABORATORY EQUIPMENT			Non ADP / Own	ОСВ	3rd - 4th Qtr
Procurement of Lab Equipment Telecommunication Engineering Deptt	Lab Equipment	29.0103	Non ADP / Own	ОСВ	3rd - 4th Qtr
Procurement of Lab Equipment Callibration & Services for Telecommunication Engineering Department	Lab Equipment	3.0000	Non ADP / Own	900 800	3rd - 4th Otr
Procurement of Lab Equipment for Energy & Environmental Engineering Deptt 1. SOLID WASTE AND BIO ENERGY 2. WATER AND WASTEWATER ENGINEERING 3. SOLAR ENERGY ENGINEERING	Lab Equipment	26.2215	Non ADP / Own	900 900	3rd - 4th Otr
4. MICROBIOLOGY 5. AIR AND NOISE POLLUTION 6. WIND ENERGY ENGINEERING					



PHONE: 021-99231195-98, 99230307, 99232381 FAX: 021-99230710

Procurement Description	Head of Account	Proposed Estimate for Proc Plan 2024-25	Source of funds (ADP/Non- ADP)	Proposed Procurement Method	Timing of Procurement
Procurement of Lab Equipment for Metallurgy & Material Engineering (06 Labs)1. Mechanical Testing LabGround Floor2. Metallography LabNew Building 2ND Floor3. Materials Synthesis LabGround Floor4. Advanced Materials Characterization LabGround Floor5. Corrosion Protection LabNew Building 2nd Floor 6. Foundry LabGround Floor	Lab Equipment	73.0000	Non ADP /	9	3rd - 4th Qtr
Procurement of Lab Equipment for DAP	Lab Equipment	6.17136	Non ADP / Own	ОСВ	3rd - 4th Otr
Procurement of Lab Equipment for Chemical Engineering Department	Lab Equipment	25.0150	Non ADP / Own	ОСВ	3rd - 4th Qtr
Procurement of Lab Equipment for BSH	Lab Equipment	•	Non ADP / Own	ОСВ	3rd - 4th Qtr
		162.4182	Non ADP /	ОСВ	
Library Books	Library Books	12.8730	Non ADP /		3rd - 4th Qtr
Insurance for DUET New Fixed Assets , Computer Labs, Auditorium, Gulberb Site Complete Infrastructure including Goods/Furniture	Others- Depreciation sinking fund	2.00	Non ADP / Own	ОСВ	3rd - 4th Qtr



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Procurement Plan 2024-25

Procurement Description	Head of Account	Proposed Estimate for Proc	Source of funds (ADP/Non-	Proposed Procurement Method	Procurement
		24 1427	ADP)	BOO	3rd - 4th Otr
Vehicle Insurance 10 hino, 2 hiace, 4 bolan, 04 swift, 01 cultus, 02	Insurance	3.00	Own	}	
corolia		0000	VOD A DO	OCB	3rd - 4th Otr
Workshop Expenses for DAP by DEAN CARP	Conference Seminar /Workshop /	1.0606	Own	}	

DIRECTOR FINANCE Dawood University of Engineering & Technology Karachi

Director Fileance, DUET





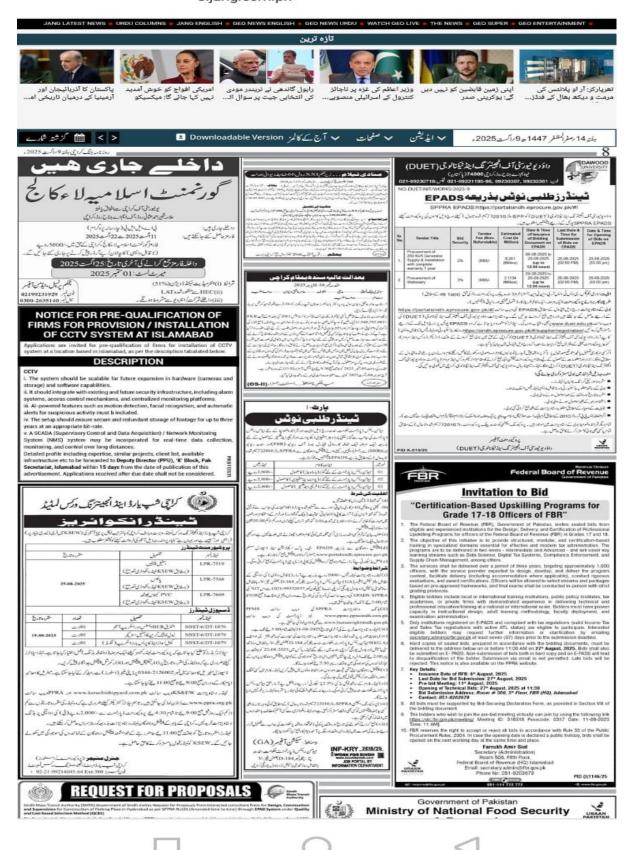
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PAC orders sacking of 19 fake KDA employees

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