

KARACHI METROPOLITAN UNIVERSITY KARACHI.



BID DOCUMENTS

Purchase of Items of Orthodontics Lab. at Karachi Metropolitan University

OFFICE OF THE REGISTRAR

KARACHI METROPOLITAN UNIVERSITY KARACHI

ST-2, BLOCK-M, NORTH NAZIMABAD,

(021) 111-111-568, info@thekmu.edu.pk, www.thekmu.edu.pk

KARACHI-74700, PAKISTAN



**Registrar
Karachi Metropolitan University
Karachi**

LIST OF CONTENTS

PART	DESCRIPTION
Part-I	NOTICE INVITING TENDERS
Part-II	INSTRUCTIONS TO BIDDERS
Part-III	GENERAL CONDITIONS OF CONTRACT
Part-IV	BID DATA SHEET
Part-V	SPECIAL CONDITIONS OF CONTRACT
Part-VI	SCHEDULE OF REQUIREMENT
Part-VII	SAMPLE FORMS
Part-VIII	SPECIFICATIONS AND QUANTITIES
IP	INTEGRITY PACT
BOQ	BIL OF QUANTITIES



Registrar
Karachi Metropolitan University
Karachi



KARACHI METROPOLITAN UNIVERSITY, KARACHI

NOTICE INVITING TENDER

KARACHI METROPOLITAN UNIVERSITY, invites e-bids through E-Pak Acquisition and Disposable System (EPADS) from well reputed firms/manufacturers/authorized dealers/agents/distributors, who are registered with Income Tax, Sales Tax departments etc, there names found to be on active tax payer list, for following procurement as per Rule 46(2) of SPP Rules 2010 “Single Stage-Two Envelopes Procedure” amended up to date.

S-No	Name of Work	Tender Fee	Completion time	Bid Security	Date of Purchase	Date of submission /opening Bids	Tender Request
1-	Purchase of Items of Orthodontics Lab. at Karachi Metropolitan University	Rs.3,000/-	01 month	5% of quoted bid price	10-3-2026 to 26-03-2026 01:30 P.M	Submission 26-03-2026 at 02:00 P.M Opening 02:30 P.M	Registrar. Karachi Metropolitan University

- 1- Bidding Documents containing Detailed Terms of Condition can be viewed/downloaded from <https://portalsindh.eprocure.gov.pk/#/supplier/registration> and University website <https://thekmu.edu.pk>.
- 2- Electronic Bids should be submitted through EPADS only. Manual bids shall not be received. Interested bidders are required to register on the EPAD System at the link <https://sindh.eprocure.gov.pk/#/supplier/registration> for tender proceeding/submission/opening/of electronic bids.
- 3- The original instrument of tender fee Rs. 3,000/- (Non-refundable) for the procurement and bid security @ five percent (5%) of the total quoted bid value in favour of “**Karachi Metropolitan University**” must be reached to the procuring agency before the deadline for submission/opening. The bids shall be opened on the same day, as per schedule given above.

Note:

- a. For any query /e-bidding please contact on below given details:-
IFTIKHAR AHMED MALLAH
Project Coordinator,
Karachi Metropolitan University,
Tel:021-111-111-568, 36670001
Email: coordinator.mr@thekmu.edu.pk
- b. In case the Govt. announces any public holiday or any unfavorable circumstances the tender/bids shall be submitted/opened on the next working day, at the same venue and time.
- c. The purchaser reserves the right to reject any/all bids under the relevant provisions of SPP Rules 2010.
- d. In case of any difficulty, prospective bidders may contact the EPADS Helpline 051-111-137 237 during working days/hours.

Registrar,
Karachi Metropolitan University, Karachi.


Registrar
Karachi Metropolitan University
Karachi

Eligibility: Mandatory Requirement

- Valid Registration with: FBR, GST and SRB).
- Income Tax Return of Last 03 Years must be twice time of estimated cost average per year.
- Last 03 years audited account reports of the firm from Chartered accountant.

Qualification:

- Detailed Portfolio of company/Profile.
- Minimum 05 years' Experience.
- Details of turnover (including in terms of rupees) at least last 03 years that average turnover should not be less than twice time of estimated cost per year as per annual returns and supported by audit reports.
- Undertaking on Affidavit that the Firm is not involved in any litigation and blacklisted in any department.
- Certified copy of Authorized Dealership Certificate/ Manufacturer certificate/in case may be.

3- E-Bidding documents including Qualification evaluation/detailed evaluation criteria as per regulations, containing detailed terms and conditions, specifications and requirements etc are available for the registered bidders on Sindh Public Procurement Regulatory Authority's EPADS at <https://portalsindh.eprocure.gov.pk> and University website <https://thekmu.edu.pk> on any working day except the day of opening of tenders. Also, original pay orders / demand drafts of requisite tender fee and 5% bid security of the total quoted amount in favour of the "KARACHI METROPOLITAN UNIVERSITY" must be sent to his office prior opening of the bid.

4- The electronics bids, must be submitted by using EPADS on or before the date & time mentioned in above table. Manual bids will not be accepted. Electronic Bids will be opened in presence of the representatives, who so ever will be present at that time. In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tenders shall be submitted / opened on the next working day at the same time & venue. Any conditional or un-accompanied of the earnest money, tender will not be considered in the competition.

The procedure adopted for bidding is open competitive bidding, single stage-Two Envelopes Procedure rule 46(2) of Sindh Public Procurement Rules, 2010 amended up to date.

The competent authority reserves the right to reject any or all bid proposals, subject to the relevant provisions of SPPRA, Rules 2010 amended up-to-date.

Terms & Conditions: Under the following conditions, Bid will be rejected:

- Conditional and Telegraphic Bids / Tenders.
- Bids not accompanied by Bid Security of required amount and form.
- Bids received after specified Date and Time.
- Bids submitted by Blacklisted Firms.
- Incomplete Bids as per instructions given in Bidding Documents.

Registrar
Karachi Metropolitan University
Karachi

Bid validity period: Ninety (90) days.

The Procuring Agency reserves the right to reject any or all bids subject to the relevant provisions of Public Procurement Regulatory Authority rules up to date.

**Registrar,
Karachi Metropolitan University,
Karachi.**

PART-II

INSTRUCTION TO BIDDERS

- | | |
|--|---|
| i Source of Funds | The eligible payment under the contract is to be made from this approved project. |
| ii Eligible Bidders | <p>ii (.a) This Invitation for Bids is open to all suppliers from eligible source as defined in the PPRA, SINDH (Amended up to date) and its Bidding Documents except as provided hereinafter.</p> <p>ii(b) 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.</p> <p>ii(c) 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 Pakistan</p> <p>ii(d) 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.</p> <p>ii(e) Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participants in more than one bid will be disqualified.</p> |
| iii Eligible Goods and Services | <p>iii(a) The origin of all the goods & related services to be supplied under the Contract should be mentioned.</p> <p>iii(b) Origin means the place where the goods are mint, grown or produced or the place from which the related services are supplied.</p> <p>iii(c) The Origin of goods and services is distinct from the nationality of bidders.</p> |
| iv Cost of Bidding | iv.(a) 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. |

 Registrar
Karachi Metropolitan University
Karachi

B. The Bidding Documents

- | | |
|---|--|
| <p>v Content of Bidding Documents</p> | <p>v.(a) The bidding documents include:</p> <ul style="list-style-type: none"> (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 <p>v(b) 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.</p> |
| <p>vi Clarification of Bidding Documents</p> | <p>vi(a) 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 seven 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.</p> |
| <p>vii Amendment of Bidding Documents</p> | <p>vii(a) 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.</p> <p>vii.(b) All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.</p> <p>vii.(c) 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.</p> |



Registrar
Karachi Metropolitan University
Karachi

C. Preparation of Bids

- | | |
|--|--|
| 1. Scope | 1.1 The <u>KARACHI METROPOLITAN UNIVERSITY, KARACHI</u> intends the subject procurement through National Competitive Bidding Single Stage Two Envelope Procedure as per PPRA, SINDH (Amended up to date). |
| 2. Language of Bid | 2.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in the English language. |
| 3. Documents Comprising the Bid | 3.1 The bid prepared by the Bidder shall comprise the following components: <ul style="list-style-type: none"> a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6. b) bid security furnished in accordance with ITB Clause-9. |
| 4. Bid Prices | 4.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

4.2 The prices shall be quoted on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the schedule of Requirements. No separate payment shall be made of the incidental services.

4.3 Prices quoted by the by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.

4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet. |
| 5. Bid Form | 5.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices. |
| 6. Bid Currencies | Prices Shall be quoted in Pak Rupees. |
| 7. Bidder's Eligibility | 7.1 As defined in Bid Data Sheet. |

6.1



 Registrar
 Karachi Metropolitan University
 Karachi

- 8. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**
- 8.1 The documents evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and Data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) the Bidder shall note that standards for workmanship, material ,and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specification are intended to be descriptive only and not restrictive :till stated otherwise in Technical Specifications or Bid Data Sheet .The Bidder may substitute alternative standards, brand names , and /or catalogue numbers in its bid , provided that demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the in the Technical Specifications
- 9. Bid Security**
- 9.1 The bid security is required (in the amount specified in the bid data sheet) to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the security's forfeiture The bid security shall be denominated in the currency of the bid:
- a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank;
 - b) be submitted in its original form: copies will not be accepted;
 - c) Remain valid for a period of at least 14 days beyond the original validity period of bids, or at least 14 days beyond any extended period of bid validity.
- 9.2 Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 9.3 The successful Bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.
- 9.4 The bid security may be forfeited:
- a) if a Bidder withdraws its bid during the period of bid validity or
 - b) in the case of a successful Bidder, if the bidder fails:
 - (i) to sign the contract in accordance or
 - (ii) to furnish performance security

 Registrar
Karachi Metropolitan University
Karachi

- 10. Period of Validity of Bids**
- 10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non responsive.
- 10.2 In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitable extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required not be required nor per mitted to modify its bid.
- 11. Format and Signing of Bid**
- 11.1 The Bidder shall prepare an original bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2 The original bid shall be shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
- 11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

	12. Sealing and Marking of Bids	12.1	12.1.1	Bids are invited as per Single Stage – Two Envelope Procedure in accordance with the relevant PPRA, SINDH Rules. Bidder must read all the contents of NIT as well as Bidding Document and understand all the requirements.
			12.1.2	Bidder must ensure that the Bid Form is filled in all respect, without any confusion.
			12.1.3	The Bid Form(s) shall be inserted in the Financial Proposal. However, a copy of the same shall be inserted in the Technical Proposal after hiding the amount.
			12.1.4	There should not be any over-writing, double writing, crossed, additional conditions.
			12.1.5	Rates are to be quoted clearly in digits as well as in words
			12.1.6	Each document/paper submitted by the bidder shall be signed/stamped by the bidder the face of document.
			12.1.7	Bids shall be submitted in accordance with Single stage – Two Envelope Procedure.

		12.1.8	Bids shall examine the Bid Evaluation Criteria and insert appropriate document in the Technical/Financial Proposal accordingly.
		12.1.9	Bidder(s) must write the “ TECHNICAL PROPOSAL ” AND “ FINANCIAL PROPOSAL ” on the face of relevant sealed envelopes containing relevant bid/offer in it.
		12.1.10	Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms shall be treated as rejected / non responsive.
		12.2	If the outer envelope is not sealed and marked as required, the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.
13.	Deadline for Submission of Bids	13.1	Bids must be received by the Procuring Agency at the address specified in Bid Data Sheet, not later than the time and date specified in Bid Data Sheet.
		13.2	The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in such case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline.
14.	Late Bids	14.1	Any bid received by the Procuring Agency after the deadline for submission of bids prescribes by the Procuring Agency shall be rejected and returned unopened to the Bidder.
15.	Modification and Withdrawal of Bids	15.1	The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.
		15.2	No bid may be modified after the deadline for submission of bids.
		15.3	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security.



Registrar
Karachi Metropolitan University
Karachi

E. Bid Evaluation Criteria, Conditions and Process

1.	Only those bids will be evaluated which successfully meet the mandatory criteria given as follows:
	Valid Registration of FBR, GST and SRB.
	Income Tax Returns annual last 03 years.
	Detailed Portfolio of company Profile.
	Minimum 05 years' Experience.
	Details of turnover (including in terms of rupees) at least last 03 years that average turnover should not be less than estimated amount per year as per annual returns and supported by audit reports.
	Undertaking on Affidavit that the Firm is not involved in any litigation or blacklisted by any department.
	Certified copy of Authorized Dealership Certificate/ Manufacturer certificate/case may be.

2. Final assignment award will be on the basis of combined technical and financial score in the following manner:
3. Technical evaluation criteria are as under.
4. The bids scoring less than 70% marks in the Technical Evaluation shall be rejected and their financial bids will be unopened.

Selection – Evaluation Process

1. An evaluation committee will review in detail all proposals that are received to determine the extent to which they comply with bid document requirements.
2. Proposals that fail to meet bid document requirements may be rejected.
3. Proposals containing false or misleading statements regarding requirements of bidding documents may be rejected.
4. Financial/Bid price will be checked only if a proposal is determined to be technically qualified.


 Registrar
 Karachi Metropolitan University
 Karachi

2. Errors in the Bids.

(i). Any arithmetic errors found during evaluation of bids will be rectified on the following basis:

- (a) If there is a discrepancy between the unit price that is obtained by multiplying the unit price and quantity, the price shall prevail and the total price shall be corrected by the University.
- (b) If there is a discrepancy between the words and figures, the amount in figures shall prevail.
- (c) If there is any discrepancy between the total tender price entered in the Article of Agreement and the total shown in the Schedule of Prices, the amount stated in the Article of Agreement shall be corrected by the University in accordance with the corrected schedule of Prices.

If the tenderer does not accept the corrected amount of the tender, his/her Tender will be rejected and the performance security submitted with the tender shall be forfeited.

3 SUBMISSION OF PROPOSALS:

The electronics bids, must be submitted by using EPADS on or before the date & time mentioned in above table. Manual bids will not be accepted. Electronic Bids will be opened in presence of the representatives, who so ever will be present at that time. In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tenders shall be submitted / opened on the next working day at the same time & venue. Any conditional or un-accompanied of the earnest money, tender will not be considered in the competition.

- 3.1 Amount of Bid security is 5% of the Bid amount to be submitted in separate Sealed envelope placed with Sealed Envelope of Financial Proposal
- 3.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized /bidders' representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or person signing the proposal.
- 3.3 The proposal shall contain no interlineations or overwriting except as necessary to correct errors. Any such corrections shall be initiated by the person or person signing the proposal.
- 3.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.
- 3.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you should keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

3.6 In case of sudden holiday on bid opening day, bid will be opened on next working day.

Registrar
Karachi Metropolitan University
Karachi

Award of contract

- | | |
|--|--|
| <p>21. Post – Qualification</p> | <p>21.1 In the absence of prequalification, the procuring Agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluation responsive bid is qualified to perform the contract satisfactorily.</p> <p>21.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Claus-7 as well as such other information as the Procuring Agency deems necessary and appropriate.</p> <p>21.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring Agency will proceed to the next lowest evaluated bid to perform satisfactorily.</p> |
| <p>22. Award Criteria</p> | <p>22.1 The Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.</p> |
| <p>22 A Procuring Agency's right to vary quantities at the time of award</p> | <p>The Procuring Agency reserves the right to increase/decrease the quantity of the required items and /or purchase part items already tendered either in full or in part. The Procuring Agency reserves the right to accept or reject any or all of the Tenders; divide business amongst more than one bidder.</p> |
| <p>23. Procuring Agency's Right to Accept any Bid and to Reject any or All Bids</p> | <p>23.1 Subject to relevant provisions of SPP Rules 2010 (Amended up to date)), 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.</p> <p>23.2 Pursuant to Rule 45 of SPP Rules 2010 (Amended up to date)), Procuring Agency shall host the evaluation report on Authority's web site, and intimate to all the bidders three working days prior to notify the award of contract.</p> |



Registrar
Karachi Metropolitan University
Karachi

- | | |
|--|---|
| 24. Notification of Award | <p>24.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing, that its bid has been accepted.</p> <p>24.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its bid security.</p> |
| 25. Signing of Contract | <p>25.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.</p> <p>25.2 Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Agency.</p> <p>25.3 For enhancement of quality and efficiency terms & conditions of tender can be reviewed with the mutual consent between successful bidder(s) and Procuring Agency.</p> |
| 26. Performance Security | <p>26.1 Within seven (07) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring Agency.</p> <p>26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 25 or ITB Clause 26.1 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.</p> |
| 27. Corrupt or Fraudulent Practices | <p>27.1 The Procuring Agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the PPRA, in accordance with the SPP Act, 2009 and Rules made there under:</p> |

(a) "Corrupt and Fraudulent



Registrar
Karachi Metropolitan University
Karachi

Practices” means either one or any combination of the practices given below;

(b) **“Coercive Practice”** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(c) **“Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring Agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(i) **Corrupt Practice”** means the offering, giving, giving or soliciting, directly or indirectly, of thing of value to influence the acts of another party wrongful gain;

Fraudulent Practice” means any act or omission, misrepresentation, that knowingly or recklessly attempts to mislead, a party to obtain a financial or t or to avoid an obligation;

b) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.


Registrar
Karachi Metropolitan University
Karachi

Part-III
General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) **“The Contract”** means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) **“The Goods”** means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring Agency under the Contract.
 - (d) **“The Services”** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) **“GCC”** mean the General Conditions of Contract contained in this section.
 - (f) **“SCC”** means the Special Conditions of Contract.
 - (g) **“The Procuring Agency”** means
 - (i). any department or office of Government
 - (ii). any authority, corporation, body or organization established by law or which is owned or controlled by Government;
 - (h) **“The Supplier”** means the individual or firm supplying the Goods and Services under this Contract.
 - (i) **“PRRA Rules”** means the Public Procurement Rules (Amended up to date)).
 - (j) **“Day”** means calendar day.


Registrar
Karachi Metropolitan University
Karachi

- 2. Standards** The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 3. Patent Rights** The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.
- 4. Performance Security**
- 4.1 Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the performance security in the amount specified in SCC.
- 4.2 The proceeds of the performance security shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.3 The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring Agency;
- 4.4 The performance security will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 5 Inspections and Tests**
- 5.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 5.2 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.
- 5.4 The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.

 Registrar
Karachi Metropolitan University
Karachi

- 5.5 Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.

6. Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

7. Delivery and Documents

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

8. Insurance

No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user.

9. Transportation

The Supplier is required under the Contract to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.

10. Incidental Services

- 10.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

11. Spare Parts

- 11.1 The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and


Registrar
Karachi Metropolitan University
Karachi

- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

12. Warranty

- 12.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 12.2 This warranty / maintenance period shall remain valid for six (06) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract
- 12.3 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

13. Payment

- 13.1 The firm should submit stamp duty as per Government Rule before execution of work.
- 13.2 Within 30 days after the issuance of inspection certificate and consignee's receipt certificate as mentioned in SSC clause 6.
- 13.3 If the supply is not according to the specifications or unsatisfactory, the Contract will have rejected and cancelled at the risk and cost of Firm
- 13.4 If the firm fails to execute the contract/supply order as per condition, action will be taken against them which may be their black listing and Earnest Money. / Security Deposit will be forfeited.


Registrar
Karachi Metropolitan University
Karachi

13.5 In case of late delivery @ 0.1% per day will be charged on bid amount deducted from the bill, but not more than 10% of contract value.

13.6 The currency of payment is Pak. Rupees.

14. Prices

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid,

15. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

16. Delays in the Supplier's Performance

16.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

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

16.3 Except as provided under GCC Clause 19 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 17 unless an extension of time is agreed upon pursuant to GCC Clause 16.2 without the application of liquidated damages.

17. Liquidated Damages

Subject to GCC Clause 19, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 18.

**18. Termination
for Default**

- 18.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 16; or
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 18.2 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 18.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and 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.

19. Force Majeure

- 19.1 Notwithstanding the provisions of GCC Clauses 16, 17 and 18, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 19.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 19.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**20. Termination
for Insolvency**

- 20.1 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.


Registrar
Karachi Metropolitan University
Karachi

**21. Termination
for
Convenience**

21.1 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.

21.2 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 Suppliers

**22. Resolution of
Disputes**

Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942.

**23. Governing
Language**

The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**24. Applicable
Law**

The Contract shall be interpreted in accordance with the SPP Rules 2010 (amended up to date).

**25. Taxes and
Duties**

Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

**26. Overriding
effect of
Pakistan Public
Procurement
Rules (Amended
up to date))**

In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended up to date) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents


Registrar
Karachi Metropolitan University
Karachi

Part-IV [Bid Data Sheet]

The following specific data for the subject procurement to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1	Name of Procuring Agency: <u>KARACHI METROPOLITAN UNIVERSITY, KARACHI</u>
	Name of Contract. Purchase of Items of Orthodontics Lab. at Karachi Metropolitan University
Bid Price and Currency	
ITB 4	Prices quoted by the Bidder shall be <i>“fixed” and in “Pak Rupees”</i>
Preparation and Submission of Bids	
ITB 7	Selection / Eligibility / Responsiveness criteria: Proposal Requirements are the part of ITB 7 and these are mentioned at bill of quantities.
ITB 9	Amount of bid security. 5% of quoted bid price
ITB 10	Bid validity period. 90 days
ITB 11	Number of copies. Through EPADS.
ITB 13	- Deadline for bid submission. As notified in NIT - Opening of bids/time. As notified in NIT. - Venue: Board Room at VC Secretariat, KMU Karachi.
ITB 19.1	Bid Evaluation: The Most Advantageous evaluated responsive bid
	Other Terms & Conditions: i. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening. Bid shall be submitted / opened on next working day at the given time ii. Tender documents can also be obtained by against Pay Order/Bank Draft of Rs-3000/- iii. KMU, may reject all or any bid subject to relevant provision of SPP Rules and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule 25(1) of said rules. iv. Incomplete, conditional and tender without required earnest money in the specified form/format shall be rejected. v. Bidders are advised that before filling the bidding documents all pages of bidding documents should carefully be rechecked. If any page(s) / paper(s) of bidding documents are missing that can be downloaded from the official website of the University and SPPRA EPADS as mentioned in NIT, and also can be obtained from the office of the REGISTRAR KMU. Bid(s) with incomplete bidding documents will straightaway be rejected. vi. Bidders are required to provide their valid e-mail Ids and contact numbers (s) for effective and timely communication. vii. All Bidding documents must be signed, named & stamped by authorized person of the firm/ Companies along with authorized letter. viii. Incomplete, conditional and tender without required bid security as specified in the bidding documents, shall be reject. Each page of bidding documents should be signed and stamped. Contract Agreement and Integrity Pact both are mandatory for successful bidder. x. Prescribed Sales Tax Invoice, payment of Stamp Duty at rate specified by Federal /Government of Sindh/ Job Completion / Inspection Certificate duly issued by Indenting Department will be required for payment. However, withholding of all government Taxes shall apply as rates specified in relevant Government Schedule are to be borne by the vendors/suppliers/ firm's etc. The KMU shall not bear any text. Xii. Successful bidder needs to submit 5% Performance security of contract amount specified therein “Letter of Acceptance” Xii. Retention money/Security Deposit/Performance Security shall be released against 100% satisfactory supplied items and as per relevant SPPRA Rules (amended upto date) for its release.

TECHNICAL PROPOSAL REQUIREMENTS

The Contractor / Firm required to submit the following which are mandatory for technical proposal.

MANDATORY REQUIREMENTS:

If a firm is not fulfilling all the mandatory requirement, its bid will be rejected.

- Valid Registration with: FBR, GST and SRB).
- Income Tax Returns of Last 03 Years must be estimated amount annual average per year.
- Last 3 years audited accounts reports certified from chartered account showing the financial strength of the firm.

The biddings who full fill the mandatory requirement, will further be evaluated on the basis of following scores.

Sections	Score	Score obtained
A. Company Profile - No of years' company is serving in the field since registration with financial strength. - Locations / Address of Company Offices in all over Pakistan (Attach NTN and Work Orders of the said period. - Financial Strength of the firm More than or equal to estimated turnovers.	20	
B. Experience - Documents / Certificates showing complete past Projects. - Documents / Certificates of completion of similar nature of Projects from Clients. Preference shall be given if the firm worked with universities - 01 project with 80% cost or at least 02 project at least 50% estimate cost in last five (05) years)	60	
D. Technical Bid Completeness / Closeness to Specification Details of specifications of respective offering items on manufacturer / dealer's letter along with catalogue, brochures, diagrams, presentation, all other relevant documents etc.	20	
TOTAL MARKS 70 Marks is the qualification threshold. 50% marks are mandatory for each section.	100	

Undertaking on non- Judicial Paper that the firm is not blacklisted and not involved in litigation with any of provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required



 Registrar
 Karachi Metropolitan University
 Karachi

Evaluation Methodology

A. Profile (15)					
S. No.	Attributes	Max Score	Score Distribution	score obtained	Requirements
1	Financial Strength Attach audited accounts statements from chartered accountant last 03 years	13	13		More than or equal to estimated amount turnovers.
			0		Less than estimated amount turnovers
2	Company established (No. of years) as per NTN	5	5		10 or more years
			3		3 or more years
			2		2 or more years
3	Location of Offices	2	2		Offices at Sindh
			0		Office in other city
	Total	20			

A. Experience of Similar Nature					
4	Successfully completed projects of similar nature, preferably in universities, public sector organizations/Govt. deptt: etc	30	15		03 or more completed projects with similar amount, any govt deptt: (15 marks) less than 03 projects (0 mark)
			15		03 or more competed projects with similar amount any university (15 marks) less than 03 projects (0 mark)
5	Ongoing projects of similar nature, preferably in universities, public sector organizations/Govt. deptt: etc	30	15		03 or more ongoing projects with similar amount any govt deptt: (15 marks) less than 03 ongoing projects (0 mark)
			15		03 or more ongoing projects with similar amount any university (15 marks) less than 03 ongoing projects (0 mark)
	Total	60			

D. Technical Bid Completeness / Closeness to Specification (60)					
6	Technical Bid Completeness / Closeness to Specification (Documentary Proof, Broachers, Diagrams, Presentations etc.)	20	20		Between 99% to 100% Closeness / Completeness
			0		Less than 99%
Total Marks		100			



Registrar
Karachi Metropolitan University
Karachi

Signature & Stamp of Tenderer

Part-V**Special Conditions of Contract**

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

1. Definitions (GCC Clause 1)

GCC 1 (g)—The Procuring Agency is: Office of the Project Coordinator, Karachi Metropolitan University, Karachi

Performance Security (GCC Clause 4)

GCC 4—The amount of performance security, as a percentage of the Contract Price, shall be: 5%. Performance Security shall be released on recommendations of indenting Department or after completion of 03 months whichever is earlier.

2. Inspections and Tests (GCC Clause 5)

Inspection of KMU, KARACHI shall inspect the procured good and ensure that it meets the tender specifications before its acceptance

3. Delivery and Documents (GCC Clause 7)

GCC 10—Supplier shall supply and install the good within --- Days after signing the contract and shall submit the following.

- (i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Packing List identifying the contents of Supply;
- (iii) Delivery note.
- (iv) Warranty and guarantee certificate (if required & mentioned as per Part-VIII)

4. Warranty (GCC Clause 12)

The equipment shall bear Standard warranty (with free parts & labor) from the date of installation / acceptance. Upon expiration of warranty, Purchaser at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty period in accordance with terms embodied in Appendix-A hereto

5. Payment (GCC Clause 13)

100% of the Contract Price shall be paid upon 100% delivery after issuance of Inspection Certificate from Indenting Department. Bidder is responsible to get Inspection Certificate from Indenting Department.

6. Liquidated Damages (GCC Clause 17)

If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.1 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.


 Registrar
 Karachi Metropolitan University
 Karachi

7. Resolution of Disputes (GCC Clause 22)

In the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the (PPRA) Sindh Amended up to date)

8. Applicable Law (GCC Clause 24)

GCC 24 Contract shall be interpreted in accordance with the Pakistan Public Procurement law of Sindh.

9. JOINT VENTURE

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Employer.
- (f) The security for a bid submitted by a joint venture should be in the name of the joint venture, as specified vide Clause 6.4 of Guidelines / Regulations for Procurement of Works, by PPRA Sindh.


Registrar
Karachi Metropolitan University
Karachi

11. Other:

The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract.

No bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced prior to award of Contract in accordance to (SPP Rules).

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.



Registrar
Karachi Metropolitan University
Karachi

Part-VI
SCHEDULE OF REQUIREMENTS

The delivery schedule hereafter expressed the date of delivery required.

S. No	Items/Quantity	Delivery time after issuance of Award of Work.	Location of Supply
1.	[As specified in Part – Bill of Quantities	within 30 Days	Karachi Metropolitan University, Karachi .

Note: **specifications of above items are attached**


Registrar
Karachi Metropolitan University
Karachi

PART-VII
SAMPLE FORMS

Form-I

Letter of Acceptance

Date: _____

To:

The Registrar, Karachi Metropolitan University, Karachi

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five (5) percent of the Contract Price/Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 2025 _____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____


Registrar
Karachi Metropolitan University
Karachi

Price Schedule in Pak. Rupees

Name of Bidder_____.Number_____. Page of _____

[illegible]

Total Bid amount in words: _____

Total Bid amount in figure: _____

Signature of Bidder _____

Note:

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) The unit and total prices Delivered at Karachi Metropolitan University, Karachi should include the price of incidental services. No separate payment shall be made for the incidental services.

Registrar
Karachi Metropolitan University
Karachi

[illegible]

Registrar
Karachi Metropolitan University
Karachi

Contract Form

THIS AGREEMENT made the _____ day of _____ 2025 between

Karachi Metropolitan University, Karachi Hereinafter called “the Procuring Agency”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited bids for certain goods and ancillary services, viz., Procurement of _____ for

_____, Karachi Metropolitan University Karachi, has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications.
 - (d) the General Conditions of Contract; the Special Conditions of Contract; and
 - (f) the Procuring Agency’s Notification of Award.
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

 Registrar
Karachi Metropolitan University
Karachi

Performance Security Form

To:

The Registrar, Karachi Metropolitan University Karachi

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 2025 to supply *[description of goods and services]* (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the _____ day of _____ 2025 .

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

 Registrar
Karachi Metropolitan University
Karachi

Manufacturer's Authorization Form

To:

The Registrar, Karachi Metropolitan University Karachi

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 sign the Contract with you against NIT No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 12 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.



Registrar
Karachi Metropolitan University
Karachi

AFFIDAVIT

I, _____ S/O _____ Muslim, adult Holding CNIC

No. _____ Resident of _____.

_____, do hereby declare on oath and solemnly as under: -

1. That I am the deponent of this affidavit and fully conversant with the facts mentioned herein.
2. That I am the Owner/Partner/Director of _____ situated at _____.
3. That I hereby further declare on oath that my firm never remains black listed with any government authorities/office or in private sector or with any entity.
4. That my firm is not involve in any dispute, litigation or Arbitration with any person, with any department of Federal/ Provincial or City Government, Agencies, or Organization, in any court of Law. Further, I and my firm are never indulged in any corrupt, fraudulent and collusive practices
5. That our firm is Technically & Financially strong & capable to do the tendered work.

That whatever stated above is true and correct of the best of my knowledge and belief.

- Dated _____

DEPONENT


Registrar
Karachi Metropolitan University
Karachi

Integrity Pact

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY
THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____
 Contract Value: _____
 Contract Title: _____

Registrar
Karachi Metropolitan University
Karachi

..... [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

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

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

Name of Employer:

Signature:

[Seal]

Name of Contractor:

Signature:

[Seal]

Registrar
Karachi Metropolitan University
Karachi

BILL OF QUANTITIES



Registrar
Karachi Metropolitan University
Karachi

BILL OF QUANTITIES**Purchase of Items of Orthodontics Lab. at Karachi Metropolitan University**

S. N O	Item Name	Model/ Make	Unit	Composition	Type Of Consumable (Equipment/ Inst./Material	Country Of Origin	Qty	Rate	Amount
1	Buffing Machine	Dantaurum/Dingyu/ Similar /Imported Two Side Buffing Machine , 3000rpm	Piece	Na	Equipment	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	2		
2	Hand Trimmer	Dantaurum/Faroo/Similar/ Imported/Marathon	Piece	Na	Equipment	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	2		
3	Model Trimmer Accurate Trimming Speed, Low Noise, Blade Type Replacement	Dentaurum / Meditom/Stardent/Dental Tech/Motore Monofase/Cario De Giorgi Itlay Similar 1- Rpm 2500 Or Above 2- Disk Size 12 Inch 3- Grit 50 Diamond Or Quartz 4- Auto Start Stop And Drain 50 Power Supply 800 Wt	Piece	Na	Equipment	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	2		
5	X-Ray Illuminator Table	Customized /Imported (200 Sqr Ft) For 06 Person Table , 5ftx10ft Wood Table With White Acrylic 6-8mm Sheet Top Cover Illuminated By Homogenous Led Light For Ceph Tracing , Side Of Tble Contain Drawers For Stationary	Piece	Na	Equipment	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	04 Tab le Wit h Eac h Sitti ng Cap acit y Of 06 Pers		

KMU, KARACHI



on

40

Dr. Shah Faisal
Orthodontics

Bidding Documents

8	Alginate Spatula	3m/Datarum/Sds/Frostaden/ Medicure / Pakikstan Medical Instrument / Nsi/E-Dental Mart/Similar/Imported Aisi 316l S.S. , Anti Rust, High Chrome	Piece	Na	Instruemnt	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	3		
9	Mauns Heavy Duty Wire Cutter	3m/Datarum/Sds/Frostaden/ Medicure / Pakikstan Medical Instrument / Nsi/E-Dental Mart/Similar/Imported Aisi 316l S.S. , Anti Rust,Hiugh Chroem, With Carbide Tip	Piece	Na	Instruemnt	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	10		
12	Wax Carver	3m/Datarum/Sds/Frostaden/ Medicure / Pakikstan Medical Instrument / Nsi/E-Dental Mart/Similar/Imported Aisi 316l S.S. , Anti Rust, High Chrome	Piece	Na	Instruemnt	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	15		

KMU, KARACHI

41

Bidding Documents

13	Wax Knife	3m/Datarum/Sds/Frostadent/ Medicure / Pakikstan Medical Instrument / Nsi/E-Dental Mart/Similar/Imported Aisi 3161 S.S. , Anti Rust, High Chrome	Piece	Na	Instruemnt	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	15		
14	Acrylic Monomer	Imported Heatcure Acylic Liquid	Bottl e / Liter	Na	Material	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	10		
15	Acrylic Selfcure Polymer Liquid	Imported Self Cure Acylic Liquid	Bottl e / Liter	Na	Material	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	10		
16	Acrylic Selfcure Polymer Powder	Imported Poly Methylmath Acrylate Pink Color Powder Selfcure	Kg	Na	Material	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	10		

17	Base Former Large	Capton Ortho / 3m/ Similar Imported Pair Rubber Latex	Piece Of 3 Sizes	Na	Material	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	7 Pairs		
18	Base Former Medium	Capton Ortho / 3m/ Similar Imported Pair Rubber Latex	Piece Of 3 Sizes	Na	Material	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	7 Pairs		
19	Base Former Small	Capton Ortho / 3m/ Similar Imported Pair Rubber Latex	Piece Of 3 Sizes	Na	Material	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	7 Pairs		
20	Cold Mould Seal	Sodium Alginate Liquid Cold Mould	Bottl e / 500 MI	Na	Material	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	10		
22	Hanau Torch	Bs 261/Siumialr / Imported Butane Gas Micro / Hanau Torch	Piece	Na	Material	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	5		
24	Modeling Wax (12 Sheets In Box)	3m/Datarum/Sds/Frostadent/ Medicure / Pakikstan Medical Instrument / Nsi/E-Dental Mart/Similar/Imported Modeling Wax (12 Sheets In Box)	Pkts	Na	Material	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	50		

KMO/ARACHI

42

Bidding Documents

27	Wire Spool	Imported S.S. 0.5, 0.6, 0.7 Wire	Spool 110 Ft	Na	Material	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	4 coil each		
28	Pvc Vacume Foremd Reatiensr Sheet	Dentspkly/Sirona/Dentaram/ 3n/Orthoorganizer/Similar/I mported 1.5mm Size 5x5 Inch Thermoplastic Pvc Sheet	100 Sheet /Box	Na	Material	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	1		
33	Air Conditioners	Gree/ Orient/ Dawlance Imported/ Similar 4= 1.5 Ton For Offices 08 Ton For Each Lab	Piece	Na	Equipment	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	8		
34	Cabinet	Combined Engineers / Chugtai Dental/ Henry Schien /Local / Imported Overhead Cabinet :Lignagloss Front Sheet With Water Resistance Incer Sheet Hinged , With Locked As Per Lab Space Requiremnt Size: Width 18 Height 24inch Depth 18 Inch Ground Cabinet: With Lignagloss Front With Sheet 05 Drawers And Option For Sink Water Resisance Chipboard Sheet And Artfical Marbel Heat & Scratch & Water Resistance	Piece	Na	Equipment	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	40 Cab inet s Top 50 Cab inet Wit h Dra wer In Bott om		
35	Vibrator Model Shaker With Speed Control, Vibration Frequency, Noice Free	Vibco/Martin/ Rotex Or Similar	Piece	Na	Equipment	Euorope/Ulk/Germany /Sweden/Itlay/Japan/ Korea/China/Imported/ Pakistan Or Similar	5		
37	Student Stool	Stainless Steel	Pcs				50		
38	Notice Board	Size 2.5 ft x 5 ft	Pcs				4		
39	Office Table	Size 2.5 x 5	Pcs				4		
		KMU, KARACHI						43	

40	Revolving Office Chair		Pcs				4		
----	---------------------------	--	-----	--	--	--	---	--	--



Ref No: KMU/REG.SCTT/ 115 /2025

Date: 20 / 03 / 2025

NOTIFICATION

In compliance with Rule No- 31 under title "REDRESSAL OF GRIEVANCES AND SETTLEMENT OF DISPUTES" of Sindh Public Procurement Rules, 2010, amended up-to-date, a committee for complaint redressal to address the complaints of bidders that may occur during the procurement proceedings has been constituted on following members.

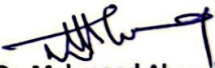
Committee Members:

- | | |
|---|-----------------|
| 1- Prof. Dr. Wasim Qazi
Vice Chancellor, KMU031 | Chairman |
| 2- Mr. Tayyab Ali Ghouri
Accounts Officer, A.G Sindh | Member |
| 3- Mr. Salman Abbasi
Executive Director, ICAP | External-Member |

Functions and Responsibilities:

This committee shall function as per SPPRA Rules-2010 amended-up-to date and ensure the compliance with all procedural requirements as follows.

1. Prohibit the Procurement Committee from acting or deciding in a manner, inconsistent with these rules and regulations;
2. Annul in whole or in part, any unauthorized act or decision of the procurement committee; and
3. Reverse any decision of the Procurement Committee or substitute its own decision for such a decision; or etc.
4. Provided that the complaint redressal committee shall not make any decision to award the contract.


Dr. Mahmood Ahmad Khan
Registrar

Karachi Metropolitan University

CC:

- P.S to Vice Chancellor, KMU
- All above concerned

