

Rs. 1500/-

TENDER DOCUMENTS

SINGAL STAGE, TWO ENVELOPE PROCEDURE (Technical & Financial Proposals)

**PURCHASE OF CLASS ROOM CHAIRS, DICE, OFFICE TABLE, EXECUTIVE
CHAIRS & AND OFFICE CHAIRS**

FOR

TIMERGARA CAMPUS, ABDUL WALI KHAN UNIVERSITY MARDAN



QUALITY EDUCATION AT DOOR STEP

TENDER SUBMISSION DATE AUGUST 18, 2020 AT 11:00 HRS

TENDER OPENING DATE AUGUST 18, 2020 AT 12:00 HRS

**Purchase of Class Room Chairs, dice, office table, executive chairs & and office chairs Timergara
Campus, Abdul wali khan University, Mardan**

Single-Stage, Two Envelope Procedure (Technical and Financial Proposals)

1. General

- a. Any bid without earnest money will not be accepted.
- b. Conditional/incomplete bid will not be accepted.
- c. Any addition/deletion/modification of any clause of these conditions/bidding documents is not acceptable and lead to rejection of the bid.
- d. By submitting the bid, the bidder/vendor/firm declares to abide by and bound by the conditions laid down in the advertisement together with those mentioned in this bidding document.
- e. Any bidder interested in bidding for one or more items separately is allowed to do so. However, preference will be given to bidder offering several items together.
- f. The prices quoted must be valid for at least 180 days from the date of tender opening.
- g. Telephonic/telexed/faxed/telegraphic quotations will not be entertained.
- h. Bid received after closing date/time will not be entertained.
- i. In case of closed/forced holidays, tender opening time/date will be considered as the next working day.
- j. Advance payment is not allowed at any stage and shall not ask for.
- k. The firm/vendor will be liable to provide Tax Invoice in case of imported Goods, if/when AWKUM demanded to provide.
- l. The University Purchase Committee reserves the right to call demonstration at any stage. (if required)

The bid must accompany the following. Failing which leads to disqualification.

- m. Tender number, tender title, date and time of its opening shall be clearly written at the face of envelope.
- n. Quality of quoted items/material must be according to prescribed specifications.
- o. Firm/Bidder registration certificate with the Federal.
- p. The firm bidder shall clearly provide the proof of Registration for GST and NTN on their printed letter heads.
- q. Valid NTN/STRN Certificates.
- r. Certificate to the effect that the Firm/Bidder never been blacklisted by any Government/Semi Government Organization/Agency/autonomous body/private sector organization anywhere in Pakistan (submission of undertaking on legal stamp paper).
- s. An agreement will be signed on legal stamp paper between the contractor and AWKUM.
- t. These tender documents shall be the essence of the contract.

2. Scope of Supply

- a) Abdul Wali Khan University, Mardan (hereinafter referred to as AWKUM) invites requests/proposals to Purchase of Class Room Chairs, dice, office table, executive chairs & and office chairs Timergara Campus, Abdul wali khan University, Mardan. (quantity & specification scripted on page No.8).
- b) The successful bidder shall supply the items as per prescribed specification approved by University Purchase Committee (hereinafter referred to as UPC).
- c) The items shall be delivered at Timergara Campus, Abdul Wali Khan University.

3. Bid Price

The bidder shall specify, required items as per specification, their unit price, and total bid price in his offer. The quoted prices shall be:

- a. Best/final/fixed and valid until completion of all obligation under the contract i.e. not subject to variation/escalation etc.
- b. In Pak Rupees
- c. Inclusive of all taxes, duties, levies, insurance, freight, etc.
- d. Include all charges transportation, loading-unloading up to the delivery point at Timergara Campus or as specified by AWKUM in supply order/at the time of delivery.
- e. Where no prices are entered against any item(s), the price of that item shall be deemed be free of cost, and no separate payment shall be made for that item(s).
- f. In case of locally produced goods and services, the price shall include sales and all other taxes (whichever applicable).
- g. In case of contract of imported goods and services, import duties, sales and other taxes (whichever applicable), already paid shall be shown separately (if/when required by AWKUM).
- h. Taxes levied by the Government (if any), shall be deducted from the bidder as per rules.

4. Earnest Money/Bid Security

The bidder firm/vendor shall furnish the bid security (Earnest Money) as under:

- a. 02% (Two Percent) of the total bid price.
- b. No bid will be accepted without earnest money.
- c. Denominated in Pakistani Rupees.
- d. Must be attached with financial proposal, failing which will cause rejection of bid.
- e. In the form of Call Deposit Receipt (CDR) in the name of "Treasurer Abdul Wali Khan University, Mardan".
- f. The earnest money will be released after the successful supply subject to the satisfactory report by the concerned technical/inspection committee.
- g. The Earnest Money will be returned on written request to the unsuccessful bidders.

The bid security shall be forfeited by AWKUM, on the occurrence of any/all of following conditions.

- a. If the bidding firm/vendor withdraws the bid during the period of tender/bid validity.
- b. If the bidding firm/vendor does not accept the corrections of his total tender/bidding price.

- c. If the bidding firm/vendor, having been notified of the acceptance of the tender by AWKUM during the period of bid/tender validity, fails or refuses to furnish the Performance Guarantee, in accordance with the tender document.
- d. The earnest money will be forfeited if a bidder shows his inability for supply of the items due to any reason for which order has been placed on him.

5. Bid/Tender Validity

The bid shall have a minimum validity period of One Hundred and Eighty (180) days from the date of opening of bids. The AWKUM may solicit the bidding firm/vendor's consent to an extension of the validity period of the bid. The request and the response thereto shall be made in writing. If the bidding firm/vendor agrees to permit extension for validity period of the tender, the validity period of the bid security shall also be suitable extended. The bidding firm/vendor may refuse extension of validity period of the bid validity, without forfeiting the bid security.

6. Signing of Bids

The bidding firm/vendor must sign and stamp all pages of the tender documents.

7. Rejection/Acceptance of the Bids

The AWKUM shall have the right to reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The authority shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

The tender/bids shall be rejected if:

- a. The offered items/services do not meet the technical specification of required items/services.
- b. The bidder submits incomplete/partial/conditional/alternative/late documents.
- c. Bid is not submitted completely for all the items required to be purchased.
- d. Bid security/Earnest Money is not submitted.
- e. It is subjected to interlineations/cuttings/corrections/erasures/overwriting.
- f. The bidding firm/vendor refuses to accept corrected Total Tender Price.
- g. The bidding firm/vendor tries to influence the tender evaluation/contract award by unsolicited advice/clarifications and any personal approach at any stage of the tender.
- h. The bidding firm/vendor engages in corrupt or fraudulent practices in competing for the contract award.
- i. The bidding firm/vendor fails to meet all the requirement of tender eligibility/qualification criteria.
- j. The bidding firm/vendor has been blacklisted by any public or private sector organization.
- k. The bidding firm/vendor has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services.
- l. The bidding firm/vendor has mentioned any financial implications in the financial proposal that is in contradiction to this document and Government rules and regulations.
- m. There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.

- n. The bidding firm/vendor submit any financial conditions as part of its bid which are not in conformity with tender document.
- o. Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- p. If the rates quoted by vendor are not workable or on higher side etc.
- q. Not providing Sample (if required/mentioned in tender documents).
- r. Not performing demonstration (if required/mentioned in tender documents).

8. Award Criteria

- a. At first step, eligible bidding firm/vendor fulfilling the initial qualification criteria shall be asked for demonstration or providing samples (if required/mentioned in tender documents) for technical evaluation phase.
- b. At second step, technically qualified and successful bidding firm/vendor will be evaluated in the light of all pre-conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities.

9. Variation in scope of Work

AWKUM shall have the right, at his exclusive discretion, to increase/decrease the quantity/quality/form of any or all item(s) without any change in unit prices or other terms and conditions, at the time of order placement. AWKUM reserves the right to remove any item/items executed which are not accordance with the tender/items specification or to order contractor to provide according to tender/item specification. In case of non-compliance by the contractor, AWKUM shall remove such items and will be re-executed through other arrangements at the sole risk, cost, and responsibility of the contractor.

10. Delivery of items

The contractor shall make delivery of the items within 30 days from the date of issuance of supply order. A penalty of 0.5% of total cost of order can be imposed per day up to 10 days for delay on the part of contractor. A penalty of 1.0% of total cost per day will be imposed for delay beyond 10 days. The delivery of items shall be made at AWKUM Timergara Campus, at Timergara or as specified by AWKUM at the time of delivery. No separate payment shall be made in this regard.

11. Guarantee/Warranty

- a. The contractor shall warrant to AWKUM that the goods supplied, under the contract are genuine, brand new, non-refurbished, un-altered in any way, of the most recent or as per specification, and incorporate all recent improvements in design and materials, unless provided otherwise in the contract.
- b. The contractor shall further warrant that the goods supplied, under the contract shall have no defect, arising from design, materials, and workmanship.
- c. The contractor shall provide manufacturer's warranty (as per manufacturer's policy) or as described with item specification after the issue of taking-over certificate.

- d. The contractor shall clearly mention Terms and Conditions of service agreement for the Items supplied.
- e. The warranty period shall start from the date of delivery of the goods/items at Timergara Campus, AWKUM.
- f. The office of Coordinator Timergara Campus, AWKUM shall, by written notice served on the contractor, indicate any claim(s) arising under the warranty.
- g. The contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective/damaged items or parts on site, without any cost to the purchaser.

12. Taxes

- a. The contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/sales tax to the concerned authorities of income tax and sales tax department, Government of Pakistan.
- b. All government taxes shall be deducted at source (if applicable) according to the relevant rules.

13. Inspection and Testing

- a. The AWKUM shall inspect and test the Items/goods supplied, to verify their conformity to the technical specifications.
- b. The inspection and tests shall be conducted at the premises of the contractor or at the AWKUM. In case of conducted at the premises of the contractor, the contractor shall provide all-reasonable facilities and assistance, including production data to the inspectors, at no charge to the AWKUM.
- c. The AWKUM may reject the Items/goods if the committee/inspector/investigator fails to confirm to the technical specification, in any test(s) or inspection(s) and the contractor shall either replace the rejected Items/goods or make all arrangements necessary to meet the technical specifications, within prescribed time/duration, free of cost to the AWKUM.
- d. The AWKUM's post-delivery right to inspect, test and, where necessary, reject the Items shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Items.
- e. Nothing contained in this document shall, in any way, release the contractor from any warranty or other obligations under the contract.

14. Responsibility Against Damages/Ownership of Goods

- a. The contractor shall be responsible for whole/any damage caused to the Items/goods by accident/improper handling/loading un-loading, before handed over to/taking charge by AWKUM. The contractor shall replace the same.
- b. The contractor shall, by written notice served to AWKUM, apply for Taking-over certificate.
- c. The AWKUM shall, after the receipt of contractor's application, either issue the Taking-over Certificate to the contractor or reject the application giving the reasons and specifying the work required to be done by the contractor to enable the Taking-Over Certificate to be issued.
- d. Nothing contained in this document shall, in any way, release the contractor from any warranty or other obligations under the contract.

15. Payment

- a. Payment shall not be made in advance and against partial deliveries.
- b. The contractor shall provide all necessary and supporting documents along with invoice(s).
- c. The contractor shall submit an application for payment. The application for payment shall be accompanied by such invoices, receipts or other documentary evidence as the AWKUM may require; state the amount claimed; and set forth in detail, in the order of price schedule, particulars of the Items/goods supplied up to the date of application for payment.
- d. The AWKUM shall get verified the details of goods delivered. Payment shall be made on complete delivery of goods after issuance of satisfactory certificate by concerned technical committee/Head of the department/campus.
- e. The AWKUM shall pay the ninety percent (90%) amount after verification/inspection and ten percent (10%) amount of the total contract will be kept as performance guarantee for one year.
- f. AWKUM shall make payment for the goods supplied to the contractor as per Government policy, in Pak Rupees through crossed cheque.
- g. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Supply Order till delivery of the goods.

16. Supply Period

- a. The AWKUM shall purchase the Items/goods within valid period of the tender.
- b. The successful bidding firm/vendor shall be responsible to deliver Items/goods within due time as given in Supply Order/Tender Document.

17. Transportation/Freight Charges

All transportation/Freight charges shall be borne by the vendor and AWKUM shall not pay any such charges separately.

| |
|-----------------|
| Detail of items |
|-----------------|

| Items required | Quantity |
|-------------------|----------|
| Class Room Chairs | 200 |
| Dice | 3 |
| Office Table | 3 |
| Executive Chairs | 3 |
| Office Chairs | 18 |