

# TENDER DOCUMENTS

## SINGLE STAGE, SINGLE ENVELOPE PROCEDURE



### TENDER NO.18-2021-22 FOR THE PURCHASE OF ELECTRIC WATER COOLERS FOR ABDUL WALI KHAN UNIVERSITY MARDAN

**TENDER OPENING DATE: July 07, 2022, AT 2:45 PM**  
**BID SUBMISSION DATE: July 07,2022 TIME: 1:00 PM**

Check list		
S.No	Attach Documents	□ / □
1	Valid NTN/STRN Certificates has been enclosed in bid	
2	KPRA Registration Certificate has been enclosed in bid	
3	2 % CDR has been enclosed in bid.	
4	Bid processing fee Rs.500/- has been enclosed in bid	
5	Signed and Stamped Tender document has been enclosed in bid	
6	Non-black listed certificate has been enclosed in bid	

## **PURCHASE OF ELECTRIC WATER COOLERS FOR ABDUL WALI KHAN UNIVERSITY MARDAN**

Tender will be opened on Single-Stage, Single Envelope Procedure

### **Bid Documents**

Following documents are required to be submitted with bid

- a. Tender documents purchase fee deposit slip. Rs.500/-
- b. An affidavit on undertaking that the bid security is attached in the technical bid.
- c. Technical catalogues, Brochures, Specifications of the quoted product.
- d. Company profile having details about experience of the firm, capability of the firm, employs Nos, offices details, where house details and audit Reports,
- e. The bidder has to provide prices inclusive of all government Taxes of all the items as per the format (**Annex -B**) given in the bidding documents

### **1. General Conditions**

- 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.

The prices quoted must be valid for at least 120 days from the date of tender opening.

- f. Telephonic/telexed/faxed/telegraphic quotations will not be entertained.
- g. Bid received after closing date/time will not be entertained.
- h. In case of closed/forced holidays, tender opening time/date will be considered as the next working day.
- i. Advance payment is not allowed at any stage and shall not ask for.
- j. The firm/vendor will be liable to provide Tax Invoice in case of imported Goods, if/when AWKUM demanded to provide.
- k. 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.
- l. Tender number, tender title, date, and time of its opening shall be clearly written at the face of envelop
- m. Quality of quoted items/material/equipment must be according to prescribed specifications.
- n. Firm/Bidder registration certificate with the Federal/Provincial Government.

- o. The firm bidder shall clearly provide the proof of Registration for GST and NTN on their printed letterheads.
- p. Valid NTN/STRN Certificates.
- q. Certificate to the effect that the Firm/Bidder never been blacklisted by any Government/Semi Government Organization/Agency/autonomous body/private sector organization anywhere inPakistan (submission of undertaking on legal stamp paper).
- r. An agreement will be signed on legal stamp paper between the contractor and AWKUM.
- s. 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 for **Purchase of Electric Water Coolers (Quantity & specification scripted at Annex-A).**
- b) The successful bidder shall supply the items as per prescribed specification approved by University Purchase Committee (hereinafter referred to as UPC).

## 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 Abdul Wali Khan University, Mardan 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-AWKUM”.
- 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. If the firm fails to supply the awarded items mentioned in supply order within stipulated time.

#### 5. Bid/Tender Validity

The bid shall have a minimum validity period of One Hundred and Twenty **(120) 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 there to 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.
- r. Not providing Sample (if required/mentioned in tender documents).
- s. 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) evaluation phase.
- b. At second step, 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)/Equipments 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/Equipments executed which are not accordance with the tender/item/equipments specification or to order contractor to provide according to tender/item/equipments specification. In case of non-compliance by the contractor, AWKUM shall remove such items/equipments and will be re-executed through other arrangements at the sole risk, cost, and responsibility of the contractor.

## 10. Delivery of Equipments/items

The contractor shall make delivery of the items **within the time given as per work order/supply order** from the date of issuance of work order/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 flat penalty of 1.0% of total cost will be imposed for delay beyond 10 days. The delivery of items shall be made at AWKUM 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, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the contract.
- b. The contractor shall further warrant that the goods/Equipments 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 provide warranty for free/on site repair/replacement of defective/damaged parts, after intimation by AWKUM.
- e. The contractor shall clearly mention Terms and Conditions of service agreement for the Items/Equipments supplied. In case of international warranties, the local authorized dealers shall mention their service and warranty setup.
- f. The warranty period shall start from the date of installation/configuration/delivery of the good at AWKUM.
- g. The AWKUM shall, by written notice served on the contractor, indicate any claim(s) arising under the warranty.
- h. The contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective/damaged items/equipments 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/Equipments 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 and online verification from official web site of the manufacturer to the inspectors, at no charge to the AWKUM.
- c. The AWKUM may reject the Items/Equipments 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/Equipments 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/Equipments shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Items/Equipments.
- 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/Equipments 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, to the AWKUM. 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/Equipments 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.
- e. The AWKUM shall pay the ninety percent (90%) amount verified 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.
- h. However, change in payment mode if any, will be mentioned in the work order/supply order.

### **16. Supply Period**

- a. The AWKUM shall purchase the Items/Equipments within valid period of the tender.
- b. The successful bidding firm/vendor shall be responsible to deliver Items **within the time given as per work order/supply order** .
- c. All transportation/Freight charges shall be borne by the vendor and AWKUM shall not pay any such charges separately.

### **17. Dispute resolution**

The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract. The contractor shall in writing report to the competent authority who shall refer it to Tender Redressed Grievance Committee (TRGC) for further process as per AWKUM financial rules.

### **18. Force Majeure**

“Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Purchase Order/ Work Order/ Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial issues are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Purchase Order/ Work Order/ Contract, the dispute will be dealt as per section 35 of the KPPRA Act 2012.



**AGREEMENT DEED SAMPLE (ANNEX-)**

**Agreement Deed**

The parties to this agreement deed i.e. Abdul Wali Khan University Mardan (Party –I) and Firm Name M/S\_\_\_\_\_ (Party – II) hereby agreed as under:

1. Party II shall supply the items against supply Order No\_\_\_\_\_ dated\_\_\_\_\_ as per quoted specifications within\_\_\_\_\_.
2. Party II shall be responsible for guarantee /warrantee of supplied items up to -----
3. In case of defect in any item the supplier shall repair/replace it free of cost within four weeks; otherwise, the supplier shall return the entire paid amount to Abdul Wali khan University Mardan.
4. If any over pricing or low specification is found at any stage, the party – II shall be responsible for recovery/rectification.
5. Party II shall be responsible for transportation charges for supply of items and no separate payment shall be admissible in this regard.
6. No Advance Payment shall be made by party I.
7. 90 % percent payment shall be made to the supplier after inspection of items/Services carried out by Inspection committee constituted by AWKUM while the remaining ten (10%) percent of the total amount shall be kept as performance guarantee for one (01) year that shall start from the date of inspection.
8. All taxes shall be deducted as per University/FBR rules from the claimed bills of Party II.
9. All payments shall be in Pak rupees (through cross cheque) by Party I.
10. If the firm failed to complete the supply of items as per awarded Supply order the Call Deposit (CDR) of the firm shall be forfeited.
11. Any grievance shall be resolved as per AWKUM Financial Rules 2020 i.e. Through Tender Grievance Redressal Committee
12. Bidding documents shall serve as essence of contract.

\_\_\_\_\_  
**Firm Owner /authorized  
Representative Signature & Stamp  
University,**

\_\_\_\_\_  
**Procurement officer  
AWKUM**

\_\_\_\_\_  
**Countersigned by Registrar  
Abdul Wali Khan  
Mardan**

**CNIC No. -----**

**Witness 1 (Behalf of Firm)**

**Witness 2 (Behalf of Firm)**

**Name -----**

**Name -----**

**F/N -----**

**F/N -----**

**CNIC -----**

**CNIC -----**

**Signature: -----**

**Signature: -----**

## Annex -A

### ITEMS SPECIFICATION

S.#	Name of items	Size	Specifications	Make	Quantity
01	Electric Water Cooler	45 Liter/Hour	Imported DENFOSS thermostat Imported SECOP compressor Rust proof stainless steel body SWG 18-gauge stainless steel sheet tank Adjustable thermostat from 7 C – 12 C CFC free gas Energy saver best insulated water tank Rust proof condenser Copper pipe evaporator Imported fan motor (non-capacitor)	Nasgas, Canon Caravel, Super Asia	28 No's

## Annex -B

### PRICE BID FORMAT

S.#	Name of items	Make	Quantity	Unit Price Inclusive of All Taxes	Total Price Inclusive of All Taxes
01	Electric Water Cooler Size: 45 L/H	Nasgas, Canon Caravel, Super Asia	28 No's		
<b>Grand Total Price</b>					

**NOTE:**

The bidder must quote price on the format given above.