



Tender/Bidding Documents
Purchase and Installation of Lecture Theater Chairs
ON
Single Stage Two Envelop Procedure
Abdul Wali Khan University Mardan Khyber Pakhtunkhwa

Pre-Bid Meeting: August 30th 2022 @ 02:30 PM
Submission of Bids: September 14, 2022 @ 01:00 PM
Opening of Bids: September 14, 2022 @ 02:30 PM

Check list		
S.No	Attach Documents	<input type="checkbox"/> /
1	Tender document are enclosed in Technical bid	
2	Tender document are signed and stamped.	
3	Non-black listed certificate has been enclosed in technical bid	
4	An affidavit that CDR has been enclosed in financial bid.	
5	NTN certificate has been enclosed in technical bid	
6	KPRA Registration Certificate has been enclosed (in case of Services)	

Section 1. Instruction to Bidders (ITB)

A. GENERAL TERMS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this ITB, including any Amendments made in writing by AWKUM. This ITB will be governed under Clause 6 (2) (b) of Khyber Pakhtunkhwa Public Procurement Rules, 2014, (single stage two envelopes).</p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the bid by AWKUM.</p> <p>1.3 AWKUM is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p>1.4 AWKUM reserves the right to cancel or reschedule the procurement Process at any stage without any liability for AWKUM, upon notice to the bidders or publication of cancellation notice on AWKUM website, and in newspapers.</p> <p>1.5 . Any Bid without 2% earnest money will not be accepted.</p> <p>1.6 Conditional incomplete bid will not be accepted.</p> <p>1.7 Any addition deletion/ modification of any clause of these conditions/ITB is not acceptable and lead to rejection of the bid.</p> <p>1.9 By submitting the bid, the bidder/firm/vendor declares to abide by and bound by the conditions laid down in the advertisement together with those mentioned in the ITB.</p> <p>1.10 Telephonic/telexed/faxed/telegraphic quotations will not be accepted.</p> <p>1.11 Bid received after closing date/time will not be entertained.</p> <p>1.12 Advance payment is no allowed at any stage and shall not ask for.</p> <p>1.13 The firm/vendor will be liable to provide Tax Invoice in case of imported Goods, if/when Abdul Wali Khan University Mardan demanded to provide.</p> <p>1.14 Tender number, tender title, date and time of its opening shall be clearly written at the face of envelop</p> <p>1.15. Firm/Bidder registration certificate with the Federal/Provincial Government.</p> <p>1.16. The firm bidder shall clearly provide the proof of Registration for GST and NTN on their printed letter heads.</p> <p>1.17. Valid NTN/STRN Certificates.</p> <p>1.18. Affidavit on legal stamp paper about the correction of information.</p> <p>1.19. The tender documents shall serve as the essence of this contract. `</p>

2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 AWKUM strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of AWKUM vendors and requires all bidders/ vendors to observe the highest standard of ethics during the procurement process and contract implementation.</p> <p>2.2 AWKUM Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>2.3 Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a AWKUM contract; or counseling or canvassing staff or elected representatives; or engaging in collusion with other bidders.</p>
3. Eligibility	<p>3.1 An affidavit on legal stamp paper worth Rs. 100/- to the effect that the Bidder or his firm has not been blacklisted, suspended, debarred, or identified as ineligible by any Government/ semi-Government national or international organization and that there is no litigation against the firm.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, sub-contractors service providers, suppliers and/ or their employees meet the eligibility requirements as established by AWKUM.</p>
4. General Considerations	<p>4.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>4.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the AWKUM accordingly.</p> <p>4.3 Documents Establishing the Eligibility and Qualifications of the Bidder;</p>
5. Cost of Preparation of	<p>5.1 The Bidder shall bear all costs related to the preparation and/ or submission of the Bid, regardless of whether its Bid is selected or not AWKUM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
6. Language	<p>6.1 The Bid, as well as any, and all related correspondence exchanged by the Bidder and AWKUM, shall be written in English.</p>
7. Documents Comprising the Bid	<p>7.1 The Bid shall comprise the following documents and related forms. All pages of the Bid shall be signed, stamped and properly paginated</p> <p>7.2 Returnable Forms as referred in Section 4 shall be properly filled in Ink or Typed.</p> <p>7.3 Bid Proposal covering Technical Specifications and Price Schedule;</p> <p>7.4 Bid Security</p> <p>7.5 Any attachments and/ or appendices to the Bid as per requirement.</p>
9. Documents Establishing the Eligibility and Qualifications	<p>8.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified supplier, using the Forms provided under Section 4 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to AWKUM's satisfaction.</p>

9. Technical Bid Format and Content	<p>9.1 The Bidder is required to submit a Bid Proposal using the Standard Forms and templates provided in Section 4 of the ITB.</p> <p>9.2 Samples of items, when required, shall be provided within the time specified by the Purchaser, at no expense to the AWKUM. If not destroyed by testing, samples will be returned at Bidder's request and expense.</p>
10. Bid Security/Earnest Money (Refundable)	<p>10.1 BS/EM is required @ 2% of the Bid Value in the form of Demand Draft in favor of the Treasurer, AWKUM In case of alternate prices, earnest money shall be based on the maximum Quoted price of the same items.</p> <p>10.2 The BS/EM will not be refunded to the successful bidder (s) against any Guarantee till the completion of task.</p> <p>10.3 The Bid Security shall be submitted along with the Bid. If Bid Security not Found with the Bid, the Bid shall be rejected.</p> <p>10.4 If the Bid Security amount or its validity period is found to be less than What is required, AWKUM shall reject the Bid.</p> <p>10.5 The bid security will not be refunded/released in piecemeal, i.e. if a bidder has been selected for few items to supply instead of whole package he will Not be allowed to restrict his bid security for successful items only.</p> <p>10.6 The bid security will not be adjusted against the security to be deducted at the time of payments</p> <p>10.7 The Bid Security will be forfeited by AWKUM, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <p>a) If the Bidder withdraws its offer during the period of the Bid Validity as specified</p> <p>b) In the event the successful Bidder fails:</p> <p>i. to sign the Contract after AWKUM has issued an award; or</p> <p>ii. to furnish the Performance Security or other documents that AWKUM if required as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
11. Price Schedule	<p>11.1 The Price Schedule shall be prepared using the Form provided in Section 4 of the ITB and taking into consideration the requirements in the ITB.</p> <p>11.2 The successful bidder (s) shall not claim additional prices due to fluctuation in tax rates/duties, imposition of new taxes/duties or currency rates during the bid validity period.</p>
12. Currencies	All prices shall be quoted in PAK Rupee:

<p>13. Joint Venture, Consortium or Association</p>	<p>13.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by an intent letter or an Agreement among the legal entities duly notarized, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between AWKUM and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>13.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association Or any change in the constitution of the JV, Consortium or Association shall not be altered without the prior written consent of AWKUM / Procurement Committee.</p> <p>13.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 15 herein in respect of submitting only one bid.</p> <p>13.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement or Intent Letter. All entities that comprise the JV, Consortium or Association shall be cumulatively subject to the eligibility and technical qualification assessment by AWKUM as defined in Section 4: Evaluation Criteria.</p> <p>13.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>13.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p>
<p>14. Bid Validity Period</p>	<p>14.1 Bids shall remain valid for 180 days from the day of opening the bid. A Bid valid for a shorter period may be rejected by AWKUM and rendered non-responsive.</p> <p>14.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel.</p>

<p>15. Only One Bid</p>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) They are subcontractors to each other's bid, or a subcontractor to one bid also submits another bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one bid received for this ITB process. This condition, relating to the personnel, does not apply to subcontractors being included in more than one bid.
<p>16. Extension of Bid Validity Period</p>	<p>16.1 In exceptional circumstances, prior to the expiration of the Bid validity period, AWKUM may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing and shall be considered integral to the Bid.</p> <p>16.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid/cost.</p>
<p>17. Clarification on ITB (from the Bidders)</p>	<p>17.1 Bidders may request clarifications on any of the ITB documents 05 days Before submission deadline. Any request for clarification must be sent in Writing. If inquiries are sent other than specified channel, even if they are Sent to a AWKUM staff member, AWKUM shall have no obligation to respond or confirm that the query was officially received.</p> <p>17.2 AWKUM shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an Obligation on the part of AWKUM to extend the submission date of the Bids, unless AWKUM deems that such an extension is justified and necessary.</p>

<p>18. Bid Proposal Submission</p>	<p>18.1 The Bidder shall submit a duly signed and numbered all pages of the complete Bid in an Envelope sealed in accordance with KPPRA Rule 6 (2)(b) i.e “Single Stage Two Envelope”. Financial bid of only those bidders (s) will be included in comparative statement whose technical bid has been Accepted after evaluation.</p> <p>18.2 The Bid shall be signed by the Bidder or person(s) duly authorized to Commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid. There should not be errors and/ or over-writings. Corrections (if any) should be made clearly and initialed with dates.</p> <p>18.3 Bidders must be aware that the mere act of submission of a Bid implies that the Bidder fully accepts all the General Contract Terms and Conditions mentioned in this ITB.</p> <p>18.4 Hard copy submission by courier shall be governed as follows: a) The signed Bids shall be marked “Technical” and “Financial”. (b) The Bid Proposals must be sealed and submitted in an envelope, which shall: i. Bear the name of the Bidder; ii. Be addressed to AWKUM. and iii. Bear a warning not to open before the time and date for Bid opening as specified in the tender notice. iv. If the envelope with the Bid is not sealed and marked as required, AWKUM shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
<p>19. Withdrawal, Substitution, and Modification of Bids</p>	<p>19.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>19.2 A bidder may withdraw, substitute or modify its Bid by sending a written notice to AWKUM, duly signed by an authorized representative, including a Power of Attorney. The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”</p> <p>19.3 Bids requested to be withdrawn shall be returned unopened to the Bidders, no bid is withdrawn after the bid has been opened.</p>
<p>20. Bid Opening</p>	<p>20.1 The Procurement Committee of AWKUM will open the Bid in the presence of Bidders’ representative(s) who choose to attend.</p> <p>20.2 The Bidders’ names, modifications, withdrawals, the condition of the envelope labels/ seals, the number of folders/ files and all other such other details as AWKUM may consider appropriate, will be announced at the opening.</p> <p>20.3 In case of public holiday on bid opening day, bids will be opened on next working day however the time for receipt of bids and opening will be the same as mentioned in the tender notice.</p>

21. Confidentiality	<p>21.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders, even after publication of the contract award.</p> <p>21.2 Any effort by a Bidder to influence AWKUM in the examination, evaluation and comparison of the Bids or contract award decisions may, at AWKUM's decision, result in the rejection of its Bid and may subsequently be subject to consequences.</p>
22. Preliminary Examination	22.1 AWKUM shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. AWKUM reserves the right to reject any Bid at this stage.
23. Evaluation of Eligibility and Technical Qualification	23.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/ Qualification requirements specified in the Section 2: Evaluation Criteria.
24. Evaluation of Bid Proposals	24.1 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided. AWKUM may invite technically responsive bidders for a presentation related to their Bids.
25. Due diligence	<p>25.1 AWKUM reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; <p>Other means that AWKUM may deem appropriate, at any stage within the selection process, prior to declaring the Bidder as Qualified.</p>

26. Clarification of Bids	<p>26.1 To assist in the examination, evaluation and comparison of Bids, AWKUM may, at its discretion, ask any Bidder for a clarification of its Bid.</p> <p>26.2 AWKUM will ask for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by AWKUM in the evaluation of the Bids in accordance with the ITB.</p> <p>26.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by AWKUM, may not be considered during the review and evaluation of the Bids.</p>
27. Responsiveness of Bid	<p>27.1 AWKUM's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>27.2 If a bid is not substantially responsive, it shall be rejected by AWKUM and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
28. Right to Accept, Reject, Any or All Bids	<p>28.1 The AWKUM may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring entity shall upon request communicate to any contractor or consultant who submitted a bid or proposal, the grounds for rejection of all bids or proposals.</p> <p>28.2 AWKUM shall award the contract to the highest-ranking fair bid in accordance with the evaluation criteria set forth in the bid solicitation documents</p> <p>28.3 The Procurement Committee reserves the right to consider a bid of successful bidder (s) for all items or group of some items or individual items as may deem appropriate.</p>
29. Nonconformities, Reparable Errors and Omissions	<p>29.1 Provided that a Bid is substantially responsive, AWKUM may waive any nonconformities or omissions in the Bid that, in the opinion of AWKUM, do not constitute a material deviation.</p> <p>29.2 AWKUM may ask the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>29.3 For the Price Schedule that are submitted, AWKUM shall check and correct arithmetical errors as follows:</p> <p>a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of AWKUM there is an obvious misplacement of the decimal point in the unit price; in which case, the line-item total as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p>

	29.4	If the Bidder does not accept the correction of errors made by AWKUM, its Bid shall be rejected.
30. Bidder Grievance	30.1	In case a Bidder believes that he was not treated fairly, (i) the Bidder may file a complaint in writing to the Procurement Officer in accordance with prescribed procedure; and (ii) file an appeal to the Authority against the decision of the procuring entity within fifteen days in accordance with the prescribed procedure. (iii) The decision of the Authority on appeal shall be final.
31. Award Criteria	31.1	Prior to expiration of the period of Proposal validity, AWKUM shall award the contract to the highest-ranking fair bid in accordance with the evaluation criteria set forth in the bid solicitation documents.
	31.2	AWKUM shall not be obliged to award the contract to the lowest priced offer, if the response is found deficient to the Technical Specifications and other compliances.
32. Contract Signing	32.1	After the issuance of Work/Supply order, the Selected Bidder (s) within 07 days of this issuance will sign a Contract Agreement on the stamp paper of appropriate value with AWKUM. The contents of the agreement will not be ultra-virus to the ITB and draft of the agreement shall be approved by the AWKUM.
	32.2	Failure to signing of Contract Agreement by the selected Bidder (s) Firm With AWKUM within the stipulated time may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, and on which event, AWKUM may offer to Contractors down in the line of lowest bidding or call for new Proposals.
33. Right to Vary Requirements at the Time of Award	33.1	At the time of award of Contract, AWKUM reserves the right to vary the quantity of goods and/ or services, without any change in the unit price or other terms and conditions.
34. Liquidated Damages	34.1	AWKUM shall apply Liquidated Damages for the damages and/ or risks caused to AWKUM resulting from the Contractor's delays or breach of its obligations as per Contract. a) In case of delay, the Procurement Committee reserves the right to impose a penalty not exceeding 10% of the total Value of items delayed. b) If the Contractor fails to complete work as per AWKUM requirement, the Procurement Committee, AWKUM reserves the right to reject it altogether and impose a penalty not exceeding 50% of the total amount of the Contract c) If the Contractor fails to provide supplies/ services as per AWKUM requirements, AWKUM may forfeit his total or part of earnest money/bid security submitted with the bid. d) If items supplied are rejected and contractor is directed to re-supply the items this will happen in the same work order period however AWKUM may oblige to grant some additional delivery period with some penalty or not. e) If the items are rejected second time then AWKUM has the right to reject his bid, impose a penalty of appropriate value, and ask other contractors down in the line to supply the items. f) In case of any dispute, matter will be dealt as per section 35 of the KPPRA Act 2012.
35. Force Majeure	35.1	"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.
36. Delivery of Goods	<p>36.1 Contractor(s) will be required to deliver the supply of items without claiming any additional cost at any site and in quantities as desired by AWKUM.</p> <p>36.2 The firms/Contractors shall deliver items within 120 days of after issuance of supply order</p>
37. Payment Provisions	<p>37.1 Payment will be made only upon AWKUM's acceptance of the goods and/or services performed. The terms of payment shall be within fifteen (15) days, after certification of acceptance of goods and/or services issued by the proper authority in AWKUM with direct supervision of the Contractor. Payment will be affected by cross Cheque in Pak Rupee only. The payment will be made in partial and in four (4) equal installments and will be made after inspection of the goods or service performed.</p> <p>37.2 10% of gross amount of the claim shall be retained by the employer as Security which will be refunded to the contractor upon the delivery and installation of the goods/services and upon submission of performance guarantee of an equal amount to be obtained from an Insurance company</p> <p>37.3 The Contractor shall provide all necessary supporting documents along with GST invoice, delivery challan and other relevant documents as required by the AWKUM.</p> <p>37.4 Ten (10) percent of the Contract Price shall be paid as a mobilization advance within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring agency.</p>
38. Post-Delivery Warranty and Support Services	<p>38.1 It is required that Manufacturer's Warranty and Post-Delivery Bidder's Support Services for at least One (01) year from the date of delivery to AWKUM be provided by the Supplier within the quoted cost of items. Moreover, additional Warranty and Support Services for next Two (02) years should be quoted by the Bidder on annual payment basis. However, it will be sole discretion of AWKUM to avail additional Warranty and Support Services in subsequent year(s) or otherwise.</p>
39. Maximum expected duration of Contract	<p>39.1 120 Days</p>

SECTION 2. EVALUATION CRITERIA

Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/ No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Bid Security submitted as per ITB requirements with compliant validity period

Technical Qualification Criteria

AWKUM shall evaluate proposals using the following eligibility criteria.

S.N o.	Requisite	Max Marks	Marks Obtained	Remarks	Attachment of Relevant evidence in each case is mandatory, in case of non- compliance no marks will be awarded	Attach evidence as Annexure
1	Years in Business in relevant field	10		01 mark per years	NTN Certificate/Letter of Incorporation/Company Registration, letter is required to be enclosed	A
2	Previous Similar Projects completed in last Five years each Project worth Rs.05 Million Similar Projects means Furniture projects of all types	40		10 marks per project in last five years	Completion / Satisfactory Certificate is mandatory No marks will be given if completion or satisfactory certificate is not attached	B
5	Ongoing Projects of similar nature, each Project worth Rs.05 Million Ongoing Project means All types of Furniture related Projects	20		10 Marks Per Project	Attached project supply order	E

6	General Projects completed in last Five years each Project worth Rs.10 Million General Projects means projects of all types	20		10 Marks Per Project	Completion / Satisfactory Certificate is mandatory No marks will be given if completion or satisfactory certificate is not attached	F
7	Manufacturing unit/Plant Value with land, Building and Machinery only	05	05	If Yes	list of machinery & company profile	G
			00	If No		
8	ISO 9001	05	05	If Yes	Attach Certificate	H
			00	If No		

Best Evaluated Bid Criteria

The bidder obtaining at least **70 %** score in technical bid will be considered as qualified. Financial bids of technically bidders will be opened in the presence of the representatives of the firms who wish to attend the tender opening. Amongst the Technically qualified bidder, the bidder offering the lowest priced bid will be awarded for the award of the project.

DETAILS OF ITEMS REQUIRED**Name and Items Descriptions**

S.No.	Name of Items & Description		Quantity to be purchased
Lecture Theatre Chairs and Specification			
1.	Size: L: 745 mm W: 575 mm H: 1000 mm	Seat, Back & End Panel: Full upholstered with Best Quality Foam and Fabric (Fabric Project) Tilt-up seat mechanism Armrest Cover: Available in polypropylene or Wooden . Seat, Back & Legs Base: In MS Powder Coated. Writing Tablet: 18mm Thick Solid Mahogany Wood with Approved Polish Finish Simple to be presented before the committee before the supply of items after the issuance of supply order	1000 No's

Section 3b: Special Terms and Conditions

Standard

- There shall be no deviation from specification and country of make as provided with each item. In case of any ambiguity in specification/ accessories needed for the full functioning of the equipment, the firm must clear it with the Procurement Committee. However, the decision of the Procurement Committee shall be final.
- The goods with standard accessories supplied under this tender shall conform to the standard maintenance in the technical specification.

Calibration of item/equipment

- The approved firm will install the good(s) in the presence and satisfaction of the Procurement Committee. In case of any defect in the supplied good(s) or if it is not in accordance with the desired specification, the goods will be changed at the cost of the supplier.

Guarantee / Warranty

- The Selected Bidder would give comprehensive onsite warranty/ guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of at least One (01) year from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods/stores/article, if during the aforesaid period of one year, the said goods/stores/articles, be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Procurement Committee in that context will be final and conclusive), the AWKUM will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods etc. shall apply.
- The Selected Bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejection by Procurement Committee, otherwise the Selected Bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Procurement Committee in that behalf under this contract or otherwise.
- The Selected Bidder shall also replace machinery and equipment, in case it is found defective which cannot be put to operation due to manufacturing defect, etc. In case of machinery and equipment specified by the Procurement Committee, the tenderer shall be responsible from carrying out annual maintenance and repairs for at least one year from the date of delivery without any extra cost. The Selected Bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model, he will give sufficient notice to the Procurement Committee who may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.

Section 4: Returnable Bidding Forms / Checklist

This section serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the ITB.

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form C: Bidder Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Specifications Compliance Form	<input type="checkbox"/>
▪ Form F: Price Schedule Form and Price bid	<input type="checkbox"/>
▪ An affidavit on legal stamp paper worth Rs. 100/- to the effect that the Bidder or his firm has not been blacklisted, suspended, debarred, or identified as ineligible by any Government/ semi-Government national or international organization and that there is no litigation against the firm.	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 2?	<input type="checkbox"/>

Form A: Bid Submission Form

(To be Submitted in an envelope duly sealed and marked as Technical Proposal)

Name of Bidder:		Date:	
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We, the undersigned, submit our Bid for the award of contract to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number]. We hereby submit our Bid, which includes this Bid proposal.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/ Consortium/ Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by any of the Government/ Semi-government/ Autonomous organization;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any Organization in Pakistan;
- c) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against us that could impair our operations in the foreseeable future;
- d) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the AWKUM, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the AWKUM.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/ or sanctioning by the AWKUM.

We offer to supply the goods and related services in conformity with the Bidding documents, including the AWKUM General Conditions of Contract and in accordance with the Schedule of Requirements and Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should AWKUM accept this Bid.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Joint Venture/ Consortium/ Association Information Form

(To be Submitted in an envelope duly sealed and marked as Technical Proposal)

Name of Bidder:		Date:	
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To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner (address, telephone numbers, fax numbers, e-mail address)	and contact information Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1		
2		
3		

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	
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We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture **OR** JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to AWKUM for the fulfillment of the provisions of the Contract.

Name of partner: _____	Name of partner: _____
Signature: _____	Signature _____
Date: _____	Date _____

Name of partner: _____	Name of partner: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Form C: Bidder Information Form

(To be Submitted in an envelope duly sealed and marked as Technical Proposal)

Legal name of Bidder	
Legal address & Branch Offices	
Year of registration	
Bidder's Authorized Representative Information	Name and Title: Telephone numbers: Email:
Are you a AWKUM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert AWKUM vendor number]
Countries of operation	
No. of full-time employees	
No. of Technical Staff	
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	
Contact person that AWKUM may contact for requests for clarifications during Bid evaluation (Only Lead Bidder)	Name and Title: Telephone numbers: Email:
Please attach the following documents:	<ol style="list-style-type: none"> 1. Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/ or services being procured. 2. Proposed timetable for delivery plan for the required and quoted items to AWKUM after the award of Contract. 3. Certificate of Registration of the business. 4. Principal's Authorization Letter in favor of Bidder to participate in this Tender. 5. A proofing document confirms the offered warranty for One (01) year, excluding the part of normal deterioration, supported by the manufacturer's certificates. 6. A proofing document confirming supply of same or similar items of this magnitude to various clients/ customers in Pakistan. 7. Proven records of previous Project (s) of similar value and complexity in which delivery and services are to be extended to an education institute.

	<ol style="list-style-type: none">8. Full detailed description of the specifications of the proposed items in addition to catalogues clearly showing the proposed specifications responding to the requirements.9. Supporting photos of the proposed items.10. Quality certifications: ISO 9001:2015 (if applicable)11. Latest Audited Financial Statements (Income Statement and Balance Sheet) including Auditor's Report for the past (3 years).
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Note: To be filled in by each partner in case Bid is submitted as a JV/ Consortium/ Association

Form D: Qualification Form

(To be submitted in an envelope duly sealed and marked as Technical Proposal)

Name of Bidder:		Date:	
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JOINT VENTURE:

If JV/ Consortium/ Association, to be completed by each partner.

Note:

In case of JV, each firm must secure 40% marks and the cumulative score should be 70% or above.

Form E: Specifications Compliance Form

(To be submitted in an envelope duly sealed and marked as Technical Proposal)

Name of Bidder:		Date:	
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The Bidder's Bid should be organized to follow this format of the Technical Bid Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same may be viewed as non-responsive.

**Form F: Price Schedule Form and
Price Bid**

(To be Submitted in a separate and sealed envelope duly marked as Financial Proposal)

Name of Bidder:		Date:	
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[The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided.]

We, the _____, hereby submit our Financial Bid for the Supply of Items as below. We assure you of our full compliance to the required specifications, delivery schedule and other terms without any deviation and/ or reservations. We reiterate our acceptance to the terms and conditions of the ITB. Our Financial proposal as below is submitted for your kind consideration;

(Note: all applicable taxes/duties will be paid by the bidder)

Name & Designation of Authorized Person: _____

Signature: _____ (Please affix company stamp here)

PRICE BID FORMAT

(The contractor has to submit Price bid on the format given below inclusive of all taxes, Transportation and fixing charges)

S. No	Item Name	QTY	Unit Price in Rs. Inclusive of Taxes	Total Price in Rs. Inclusive of Taxes
1	Lectures Theaters Chairs	1000/-		
Grand Total in Rs.				

Contractor Sign and Stamp

Agreement Deed

1. We Abdul Wali Khan University Mardan (Party –I) and Firm Name M/s _____
2. (Party – II) hereby agreed as under:
3. Party II will supply the items against supply Order No. _____ Dated: _____ as per quoted specifications.
4. Party II will be responsible for guarantee /warranty of supplied items up to ONE YEAR. In case of defect in any item the supplier shall repair/replace it free of cost within four weeks, otherwise the supplier will return the entire paid amount to Abdul Wali khan University Mardan.
5. If any over pricing or low specification is found at any stage, the party – II will be responsible for recovery/rectification.
6. Party II will be responsible for transportation charges of supply on their own expenses.
7. 90 % percent payment will be made to supplier after inspection of supplied items by committee of expert constituted by the University if found in all respects after the successful and complete supply of items while the remaining ten percent will be kept as performance guarantee for one year.
8. All taxes will be deducted as per University/FBR rules.
9. All payments will be in Pak rupees (through cross cheque).
10. No partial payment will be made.
11. If the firm failed in supply of items in response of supply order issued the call Deposit of the firm of said tender will be forfeited.
12. Bidding documents shall serve as essence of contract.

**Firm Owner /authorized
 Representative Signature &
 Stamp**

**Procurement officer
 AWKUM Abdul Wali Khan University,**

**Countersigned by
 Registrar, Awkum**

Witness 1 on behalf of firm

Witness 2 on behalf of firm

Name -----

Name -----

F/N -----

F/N -----

CNIC -----

CNIC -----

Signature-----

Signature -----

Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]