

TENDER DOCUMENTS

FOR

PURCHASE OF VEHICLE'S BATTERIES

(TRANSPORT SECTION)

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

Tender Opening Date 19/10/2020 at 11:00 AM



QUALITY EDUCATION AT DOOR STEP

Check list		
S.no	Attach Documents	✓ / x
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)	

PURCHASE OF VEHICLE BATTERIES FOR TRANSPORT SECTION, AWKUM

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 120 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 Abdul Wali Khan University Mardan 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 envelop
- n. Quality of quoted items/material/equipment must be according to prescribed specifications.
- o. Firm/Bidder registration certificate with the Federal/Provincial Government.
- 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 affidavit on stamp paper of appropriate value that CDR has been enclosed in financial bid. (please do not mention amount of CDR)

2. Scope of Supply

- a. Abdul Wali Khan University, Mardan (hereinafter referred to as AWKUM) invites requests/proposals to purchase VEHICLE BATTERIES (*quantity & specification scripted on last page*).
- 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 Store Purchase Section, AWKUM.

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 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 shall be released after the supply subject to the satisfactory report.
- g. The Earnest Money Shall 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 (if Required), in accordance with the tender document.

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 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 or service executed which is not accordance with the tender/item 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/services and will be re-executed through other arrangements at the sole risk, cost, and responsibility of the contractor.

10. Delivery of Goods/items

The contractor shall make delivery of the items within 90 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 will be imposed for delay beyond 10 days. The delivery of items shall be made at store purchase section, procurement office, 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 current model, 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/services supplied, under the contract shall have no defect, arising from design, materials, and workmanship or from any act or omission of the bidder that may develop under normal use of the supplied goods/services.
- 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 goods 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 goods 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 goods supplied, the services provided under the contract, 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/at the final destination. 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 goods/services 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 goods/services or make all alterations 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 goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the goods.
- 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 item(s)/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.
- 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 goods supplied/services provided up to the date of application for payment.
- d. The AWKUM shall get verified the details of goods/services delivered. Payment shall be made on complete delivery of goods/services after issuance of satisfactory certificate by concerned technical committee/Head of Department/Project Investigator.
- 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 and services provided 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/services.

16. Supply Period

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

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.

19. Agreement Deed

After receiving work order/supply order the firm has to sign a formal agreement deed on a stamp paper of appropriate value as per attached sample (annex-1)

AGREEMENT DEED SAMPLE (ANNEX-1)

Agreement Deed

1. We Abdul Wali Khan University Mardan (Party –I) and Firm Name M/s (Party – II) _____ hereby agreed as under:
2. Party II will supply the items against supply Order No. _____ Dated _____ as per quoted specifications.
3. Party II will be responsible for guarantee /warranty of supplied items up to _____. 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.
4. If any over pricing or low specification is found at any stage, the party – II will be responsible for recovery/rectification.
5. Party II will be responsible for transportation charges of supply on their own expenses.
6. 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 _____.
7. All taxes will be deducted as per University/FBR rules.
8. All payments will be in Pak rupees (through cross cheque).
9. No partial payment will be made.
10. 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.
11. Bidding documents shall serve as essence of contract.

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

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

**Countersigned by Registrar
 Abdul Wali Khan University, Mardan**

Witness 1

Name -----
F/N -----
CNIC -----
Signature-----

Witness 2

Name -----
F/N -----
CNIC -----
Signature -----

Items Specifications

Vehicle Batteries			
S.No	Specification	Brand	Quantity
1	200 Volt	EXIDE/AGS/DAEWOO	30
2	110 Volt	EXIDE/AGS/DAEWOO	35
3	65 Volt	EXIDE/AGS/DAEWOO	10
4	140 Volt	EXIDE/AGS/DAEWOO	07