



TENDER DOCUMENT

For the Procurement of Cassette Air Conditioners

Deadline for submission of tender document is: 11:00 AM, April 27, 2021

Tender Opening: 12:30 PM, April 27, 2021

Procurement Officer

**Institute of Management Sciences, Peshawar, Plot No: 1-A, E-5, Phase-7,
Hayatabad, Peshawar**

Tel: 091-5861024-25

A. TENDER NOTICE

The Institute of Management Sciences (IMSciences) is an autonomous body established under the auspices of the Government of the Khyber Pakhtunkhwa. Institute of Management Sciences (IMSciences) is a leading educational institute of the country and has been ranked as one of the best business schools of Pakistan.

Sealed bids are invited from well-established/reputed firms registered with relevant tax authorities, Government of Pakistan for the procurement of 2 tons cassette Air Conditioners. Tender documents containing bidding procedure, terms & conditions, scope of work and items specifications can be obtained from the undersigned or downloaded from the KPPRA or Institute's websites.

Sealed bids should be submitted latest by April 27, 2021 at 12:00 P.M along-with earnest money of 2% of total value of the bid amount in the form of Call deposit Receipt in favor of Director Institute of Management Sciences, Peshawar.

Bids will be opened on the same day at 12:30 P.M in the presence of interested bidders or their authorized representatives, if any, in the Basement Board Room, Research & Seminar Block of the Institute of Management Sciences (IMSciences), 1-A, Sector E-5, Phase-VII, Hayatabad, Peshawar at the stipulated time.

Clarification/information (if any) may be obtained on any working day during office hours. No query will be entertained at the time of bid opening.

**Procurement Officer
Institute of Management Sciences, Peshawar
Plot No: 1-A, E-5, Phase-7, Hayatabad,
Peshawar.
Tel: 091-5861024-25**

B. DATA SHEET

1	Bid Inviting Entity and Address	Institute of Management Sciences, Peshawar Plot No: 1-A, E-5, Phase-7, Hayatabad, Peshawar. Tel: 091-5861024-25
2	a. Name of the Work b. Place of Execution	For the procurement of 4 tons cassette Air Conditioners IMSciences, Phase 7, Hayatabad Peshawar.
3	Due Date, Time & Place for Collection of Tender Documents	Tender Documents should be collected before 11:00 AM, April 27, 2021, from procurement Officer, Institute of Management Sciences, Peshawar Plot No: 1-A, E-5, Phase-7, Hayatabad, Peshawar.
4	Due Date, Time & Place for Tender Opening	Tender will be opened at 12:30 PM, April 27, 2021 in the Board Room of RSB Building of IMSciences, Phase 7, Hayatabad Peshawar.
5	Contact Person	Procurement Officer, IMSciences, Phase 7, Hayatabad Peshawar. Tel: 091-5861024-25 Extension:- 653

C. Institute of Management Sciences Peshawar

Check List

Name of the Firm, Address(Telephone, Fax & E-mail) Profile	
Year of Establishment	
National/Income Tax No. (Annual Turnover supported by Income Tax Return)	
Banker's Name & Contact Details	
Earnest Money @ 2% as Bank Pay Order/Draft is attached with the Pre-qualification Proposal	Yes _____ No. _____
Relevant experience and past performance	
Affidavit (that the firm has not been blacklisted by private, Govt: Semi Govt. and Autonomous Body nor authority nor have rescinded any work nor have rescinded any work/assignment.)	
Contact Person Name & Designation _____	_____ Authorized Signature & Stamp

D. INTRODUCTION

The Institute of Management Sciences (IMSCIENCES) is an autonomous body established under the auspices of the Government of the Khyber Pakhtunkhwa. Institute of Management Sciences (IMSCIENCES) is working towards promotion of management and IT education.

IMSciences is planning to for the Procurement of 2 tons cassette Air Conditioners.

Details about these items are mentioned in **Annexure-II**.

E. INSTRUCTIONS TO THE BIDDERS

1. Qualification of the Vendor

The following vendors are eligible to apply for the tender:

1. Registered Firms/Business/Supplier shall apply as per following criterion:
2. The Firm/Supplier/vendor that have never been black listed by any Government agency nor authority nor have rescinded any work nor have rescinded any work/assignment.
3. Bank Account Number and Branch.
4. Professional Tax Certificate.
5. The Firm/Supplier/vendor should have a documented track of completing at least three 10 similar assignments, during last two (2) years.
6. The firm should have at least 5 years of working experience in the furniture business.

2. Documents Required

The firms eligible to apply are required to submit the following documents with their bidding proposal:

1. Valid registration documents with Federal Board of Revenue.
2. Proof of legal Status of the Company/Firm.
3. In case party fails to provide professional tax certificate the due amount would be deducted from the bill of the vendor.
4. Professional Tax Certificate.
5. Affidavit, on judicial stamp paper & duly attested by the Oath Commissioner, to the effect that the:
 - a) Firm/Vender has neither been blacklisted by any agency nor is involved in any subversive activities.
 - b) Firm/Vender is/was not involved in any litigation/arbitration and that no work as rescinded in the past.
6. Full Address and contact numbers of the office(s).

3. Other Terms & Conditions

- Copy of valid Professional Tax Certificate to be provided at the time of award of contract.

- Vendor has to provide all the items within 15 working days otherwise penalty will be imposed and penalty @ 0.1% per day for each day of the delay up to a maximum of 10% of the contract price.
- Payment would be made upon completion of delivery of the items.
- All due taxes would be deducted from payments, as per applicable Govt. rules.
- Stamp duty @ 1% of the value of bid would be deducted from the vendor.
- All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- The proposals should be in accordance with enclosed specifications and technical design.
- Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method “Single Stage - Single Envelop/Post Qualification” procedure.
- Conditional Bids will not be entertained.
- Vendor can submit proposals separately for sections.
- Vendor shall arrange for inspection visit of the tables before polishing.

F. AFFADAVIT/CERTIFICATE

(To be filled and signed by the bidder on Stamped Paper of Rs. 100/-)

We undertake that our Firm M/S _____ is never black listed by any Government Department/Agency/Private Organization in any part of Khyber Pakhtunkhwa/Pakistan and that currently our firm/company is not in litigation with any other authority or organization in this capacity.

We hereby confirm to have read carefully complete descriptions of the items and all terms & conditions in the bidding documents. We agree to abide by all these terms, conditions, stipulations, obligations and instructions in the bidding/tender document.

In case of any dispute, decision of the Procurement Committee of IMSciences, Peshawar, would be final and I/we undertake to accept any or all decisions of the committee with respect to acceptance and rejection of our bid, in part or in whole, and that such a decision shall not be appealable in any court of law at any time and at any stage.

I/we solemnly affirm and declare that contents of this undertaking are true to the best of my information, knowledge and belief.

Signature : _____
Name : _____
Designation : _____
Company : _____
Company Seal: _____
Dated: _____

G. METHOD OF PROCUREMENT

Bidding will be conducted through “**Open Competitive Bidding**” process, specified in Rules of the Khyber Pakhtunkhwa Public Procurement Goods, Works and Services Rules. Bidding is open to all eligible bidders as defined in the KPPPRA Procurement Rules 2014 that meet the minimum qualification criteria and required documents. It will be a “Single Stage - Single Envelop/Post Qualification” procedure.

a. Response time:

The sealed bids duly marked as “Bid/Proposal for the Procurement of Cassette Air Conditioners must reach the office of the Procurement Officer, IMSciences at plot #1-A, E-5, Phase7, Hayatabad, Peshawar on or before 11:00 AM, 27th April, 2021.

b. Opening of bids:

Bids received shall be opened at 12:30 PM, April 27, 2021 in the Basement Board Room, Research & Seminar Block of the Institute.

All bids shall be opened publicly in the presence of the interested bidders or their authorized representatives.

c. Bid Price

Bid prices quoted should be inclusive of all taxes and stamp duties.

The prices quoted shall be binding on the tender for a period 60 days.

d. Evaluation of bids:

All bids should comply with the eligibility criteria and other terms and conditions mentioned herein above.

e. Rejection of bids:

All bids submitted after the time prescribed shall be rejected and returned.

Failure in submission of the above required documents will result the rejection of bid/proposal. Any bid received without earnest money shall be rejected.

IMSciences reserves the right to reject any/all bid(s)/proposal(s) at any time prior to the acceptance of a bid or proposal.

f. Award of Tender:

Tender would be awarded on the basis of lowest quoted rate & fulfillment of other terms & conditions mentioned in the tender document.

g. Earnest Money

Earnest money at the rate of 2% of the quoted bid may also be submitted with the bid/proposal in form of Call Deposit Receipt (CDR) in favour of Institute of Management Sciences, Peshawar.

H. VARIATIONS / REPEAT ORDERS

The Procuring entity may during the execution of the Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPP Rules 2014.

I. PACKAGING

Material/works/service should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

J. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPPRA Rules 2014.

If a bidder is not satisfied with the decision of the Committee he may take recourse to the KP PRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will final and binding on both the parties.

K. INDEMNITY

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

L. SUB-LETTING CONTRACT

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

M. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

N. Detail of Items

S. No.	Description	Quantity	Specification	Delivery Schedule
	Supply of DC inverter Cassette type Air Conditioner	2	Capacity 2 tons Cooling Capacity 24000 BTU (Heat & Cool) Type of unit cassette Ceiling Air Conditioning Unit Compressor Warranty 3 years Warranty Other Parts 1 year. Brands,Haier,Gree,Mitsubishi	The Cassette AC will be delivered in IMSciences within 15 working days after date of issue

NOTE:

- Financial bid proposal shall be submitted on prescribed format at *Annexure-III*.
- Delivery shall be made after sample verification by the client.

O. Financial Proposal

Name of the firm: - _____

Address _____

S#	Description	Qty	Unit Rate (Rs) including taxes	Total (Rs)
2	Split AC Cassette (2 tons)	02		
Total Amount in Rs.				

Name & Designation

Authorized Signature & Stamp