



TENDER DOCUMENT

For the Procurement of LED Lights 2'x2', 50 Watt

Deadline for submission of tender document is: 11:00 AM August 17, 2022

Tender Opening: 11:30 AM 17th August 2022

Procurement Officer

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

Tel: 091-5861024-25/Extension#655

A. TENDER NOTICE

(For the procurement of LED Lights 2'x2', 50 Watt)

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 LED Lights 2'x2', 50 Watt. Tender documents containing bidding procedure terms & conditions scope of work and items specifications can be downloaded from the KPPRA or Institute's websites.

Sealed bids should be submitted latest by August 17, 2022 at 11:00 A.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 11:30 A.M in the presence of interested bidders or their authorized representatives if any in the Board Room, Research & Seminar Block of the IMSciences, 1-A Sector E-5 Phase-VII Hayatabad Peshawar.

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	Procurement of LED Lights 2'x2', 50 Watt IMSciences Phase 7 Hayatabad Peshawar.
3	Due Date Time & Place for Collection of Tender Documents	On or before August 17, 2022 during office hours from Procurement Officer, Research and Seminar Block, IMSciences, 1-A, E-5, Phase-7, Hayatabad Peshawar. Tel: 091-5861024-25
4	Due Date Time & Place for Tender Opening	11:30 AM 17 th August 2022 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 655

C. Institute of Management Sciences Peshawar

Check List

Name of the Firm Address(Telephone Fax & E-mail) Profile	
Year of Establishment	
Sales Tax Registration No. (attach documentary evidence)	
National/Income Tax No.	
Banker's Name & Contact Details	
Earnest Money @ 2% as Bank Pay Order/Draft	Yes_____ No._____
Relevant experience and past performance	
Income tax return supported by Bank Statement.	
Affidavit(that the firm has not been blacklisted by private Govt. Semi Govt. and Autonomous Body)	
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. IMSciences is working towards promotion of management and IT education.

IMSciences is planning for the Procurement of LED Lights 2'x2', 50 Watt. Details about these items are mentioned in **Annexure-II**.

E. INSTRUCTIONS TO THE BIDDERS

1. Mandatory Documents required for Qualification.

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

1. Valid registration documents with Taxation Authorities i.e. NTN/FTN/STRN etc.
2. Registration with Khyber Pakhtunkhwa Revenue Authority.
3. Proof of legal status of the company/firm.
4. 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.
5. Latest tax return statement along with Bank Statement.

3. Other Terms & Conditions

- Professional tax Certificate. In case the firm/bidder fails to provide professional tax certificate, the due amount would be deducted from his/her bill.
- 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 request for quotation is non-transferable.
- Each supplier can only submit one offer / quote.
- The quotation must carry the authorized signatures of the representative of the supplier.
- Institute has the right to accept or reject any or all offers without assigning any reason thereof.
- Vendor has to provide all the items within 07 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 after 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 ask for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank of Pakistan.
- The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- Before the final delivery sample of items would be submitted by the vendor and accordingly approved by the administration.
- 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 proposal/bidder shall submit audited financial statements for the last three years and account balance statement for the current ongoing years.
- 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).

F. 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 KPPRA Procurement Rules 2014 that meet the minimum qualification criteria and required documents. It will be a “Single Stage - Single Envelop” procedure.

a. Response time:

The sealed bids duly marked as “Bid/Proposal for Procurement of LED Lights 2'x2', 50 Watt for IMSciences” must reach the office of the Procurement Officer IMSciences at plot #1-A E-5, Phase7, Hayatabad Peshawar on or before 11:00 A.M on August 17, 2022.

b. Opening of bids:

Bids received shall be opened on August 17, 2022 at 11:30 AM 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 mandatory documents will result in rejection of bid/proposal.
- Any bid received without earnest money shall be rejected.
- IMSciences reserves the right to reject all bids or proposals 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 bid(s).

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 Director, Institute of Management Sciences Peshawar.

G. PLACE AND TIME OF DELIVERY

The Supplier/Vendor/bidder shall as may be required by the Procuring entity either deliver free at, places detailed in the said Schedule, the list and Quantities of the goods detailed herein and the goods shall be delivered out not later than the dates specified.

(i) Delivery Schedule

S/No	Item/Deliverable	Date of Delivery	Place of Delivery	Verification	Acceptance
1	LED Panel Light 2'x2', 50 watt	Within 07 days after issuance of the Work Order	IMSciences	Inspection Team	Inspection Team

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. INSPECTION of Goods on Delivery (whole applicable)

The goods shall be inspected by the inspecting team of the Procuring entity for quality/quantity etc at the agreed location/warehouse of the Procuring entity before the goods are provided/supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

J. 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.

K. PAYMENT CLAUSE

Payment shall be made on production of the following documents: -

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, Material Receiving Report No.____, and Acceptance Note No.____, with date, price/rate of each item.
- b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice). (Where applicable)
- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Bank Account Number and Branch.
- i. Recovery of all applicable taxes at source should be made as per rules
- j. Certificate from procuring entity stating Goods as per standard / professional requirement (format given below)

DETAIL OF STANDARDS (if applicable)

S. #	Meets best quality standards (5)	Meets acceptable quality standards (4)	Meets un acceptable quality standards (3)	Does not meet acceptable quality standards (2)
1.				
2.				
3.				
4.				

Delivery / Deliverable accepted since it meets acceptable / best quality standards (5/4)
(Assessment /Evaluation Officers) Name and Designation

L. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the consultant. The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices. The supplier shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers. The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so. Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:- Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value. Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement; Cancel the Purchase Order/contract agreement at supplier’s risk and cost. In such case, Procuring entity reserves the right to take any action against supplier which it may deem fit under the

circumstances including the blacklisting of the supplier; or Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

M. 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 KPPRA. 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.

N. 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.

O. 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.

P. BRIBES COMMISSION ETC.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

Q. TERMINATION End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

Termination by the Client

The Client may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

Termination by the Supplier

The supplier may suspend the Agreement by a written notice of thirty (30) days only if the supplier does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty (30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances, the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

R. 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.

S. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPPRA Rules 2014.

T. CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

U. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client

To: The Supplier

Or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

ANNEXURE-I

W. 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 : _____

Institute of Management Sciences, Peshawar

Detail of Item

S#	Description	Specifications	Qty
1.	LED Panel Light size 2'x2'	Material: Aluminum Power Capacity 50 watt, Lumens: 5000, Lumens color white 6500k, Best quality, Phillips or equivalent, Warranty Period 3 years	32 Nos

O. FINANCIAL PROPOSAL

Name of the firm: - _____

S.No	Description	Qty	Unit Rate	GST	Amount in Rs.
1	LED Panel Light size 2'x2', 50 Watt	32 Nos			
Total Amount in Rs.					

Name & Designation

Authorized Signature & Stamp