

Price Rs. 1000/-,
(In shape of pay order in favor of Treasurer)



TENDER DOCUMENTS (2024-25)

SINGLE STAGE SINGLE ENVELOPE.

“SUPPLY OF BRANDED UPS 1KVA , 1200VA TOWER CASING with standard backup having built in dry batteries” for Abbottabad University of Science & Technology (AUST). “Under the project titled “Up-gradation of University of Hazara campus at Havelian to a full-fledged University.”



1. GENERAL

- i. Any bid without 5% earnest money of the total amount will not be entertained.
- ii. Conditional/incomplete/overwritten bid will not be entertained.
- iii. KPPRA rules will be followed strictly in all procurement process.
- iv. The successful bidders will be required to supply the maximum equipment / items as per actual requirement of the University within 10 days after the acknowledgment of workorder or as specify in work order. Further the offer rates are valid up-to the end of one year from the date of opening of financial bid(s). The bid can be extended for further period as per KPPRA rules, if both the parties agree.
- v. The bid must accompany the following:
 - a. Firm Registration Certificate with the Federal/Provincial Government.
 - b. National Tax Number
 - c. Sales Tax Registration Certificate Number.
 - d. Certificate to the effect that they have never been blacklisted by any Government/ Semi Government Organization.
 - e. All bids must be properly sealed.

2. SCOPE OF SUPPLY

The bidder shall supply the items according to the prescribed specifications. Any deviation will cause rejection of the supply order.

3. COST OF BIDDING

The Bidder/Suppliers shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. BID PRICE

The bidder shall indicate in his offer, list of items with prescribed specifications, the unit price and total bid prices of the items (Total price must include transportation, testing, commissioning and all Government taxes etc). Taxes levied by the Government, if any, shall be recoverable from the bidder as per rules. The Price should be quoted in Pakistani Rupees.

5. BID VALIDITY

The bid should remain valid and open for acceptance of purchase for 90 days from the date of opening of bids. The quoted prices once approved will remain valid for one year from the date of opening of financial bid(s).

6. BID SECURITY

Bid security shall be kept sealed with the envelope. Otherwise, the proposal will be considered non-responsive and will be returned to the bidder(s) after being examined by the University Purchase Committee. The Bid Securities of the successful Bidders/Suppliers (i-e **only (5%) five percent** of quoted bid amount) have a minimum validity period of ninety days from the last date for submission of the Tender, which may extend further for same numbers of days. The Bid Security may be forfeited;

- (a) If the Bidder/Supplier withdraws his bid; or
- (b) In the case of successful Bidder/Supplier, if he fails to provide supplies within prescribed time line.

7. BIDS PROPOSAL

- 7.1 The bid should comprise of one single envelope.
- 7.2 The committee will evaluate the proposals. The proposal not confirming to the requirements of the university will be rejected. Proposals of the bidder(s) will be opened publicly at the time, date and venue which will be communicated to the respective bidders. Whereas, the Abbottabad UST, Havelian reserves the right to extend the bid opening date and time.
- 7.3 The stated standard evaluation criteria will be binding upon the bidders and will have no liability on the University.

Qualification documents along with Technical Proposal;

To qualify for the tender, bidders must submit the following documents in addition to other as mentioned elsewhere in instructions to bidders/bid document;

(a). **Qualification Documents shall comprise;**

- I. Supplier/Vendor Company profile (showing Origin, Head Office, Branches, Vision, Mission, Management, Directors, Personals, and other necessary information);
- II. Written power of attorney authorizing the signatory of the bid to act for and on behalf of the Supplier;
- III. Certificate as bidder is Manufacturer or authorized representative of the manufacturer or company distributor (Where required);
- IV. Copy of registration with Federal Board of Revenue and Excise and Taxation Department.

(b) **Proposal** shall be furnished taking into account;

- i. To examine whether the supplies offered by the bidder comply with the specifications (Technical Provisions) of the Bidding Documents. For this purpose, the bidders shall provide Technical Proposals in shape of Brochures, Catalogues, Printed Literatures, and other Supporting Documents etc. for comparison with the data prescribed by the Employer in Technical Features/Criteria/Specification.
- ii. Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are active on sales tax and income tax department and having sound financial strengths can participate);
- iii. Certificate that participant firm/company has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid

Financial Proposal

- (i) Dully filled-in Form of Bid, Bill of Quantities along with complete set of bidding documents;
- (ii) Original form of Bid Security;

8. SIGNING OF BIDS

The person signing the bid shall sign and stamp all the pages of the bid, where entries are made.

9. SUBMISSION OF BIDS

9.1 SEALING AND MARKING OF BIDS

Each Bidder/Supplier shall submit his bid as under:

- (a) Proposals shall be sealed and put in single envelope and marked as such.
- (b) The envelopes containing the original and copies will be put (original and each copy of the Bid) in one sealed envelope and addressed as identified in the bid data sheet.

In addition to the above the envelope shall indicate the name and address of the Bidder/Supplier to enable the bid to be returned unopened in case it is declared late. If the envelope is not sealed and marked, the Employer/ will assume no responsibility for the misplacement or premature opening of the Bid.

9.2 DEADLINE FOR SUBMISSION OF BIDS

All bids must reach and be received by the University through registered courier on or before Monday, June 24, 2024, at 11:00hrs. The bids will be opened at 1130hrs on the same day in the meeting room, Abbottabad UST in presence of the bidders or their authorized representatives, who wish to be present. Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidder/Suppliers shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

9.3 LATE BIDS

Any bid received by the Employer/ after the deadline for submission of bids will be returned unopened to such Bidder/Supplier. Delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder/Supplier's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger.

10. EVALUATION OF BIDS.

Evaluation Committee shall evaluate the bids in following manner.

To determine the eligibility of the bidder for participation in the bidding, the committee will verify the bidder in accordance to the instructions specified hereunder. The Qualification Documents of only eligible bidders shall be evaluated further.

Qualification of the bidders shall be determined in accordance with criteria set herein from the documents submitted by the bidders.

Financial Proposal

Financial proposal of eligible, qualified and technically responsive bidder(s) will further be evaluated by the following steps;

- (i) Required sureties have been furnished,
- (ii) The documents have been properly signed,
- (iii) The Bid is valid till required period,
- (iv) The Bid prices are firm during currency of contract,
- (v) Completion period offered is within specified limits,
- (vi) The Bids are generally in order.

11. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the Employer/ may, at his discretion, ask any Bidder/Supplier for clarification of his bid, including breakdowns of unit rates. The request for

clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the in the evaluation of the bids.

12. AWARD OF CONTRACT

The Employer/ will award the Contract to the Bidders/Suppliers whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidders/Suppliers has been determined to be Eligible, Qualified and Technically Responsive.

13. EMPLOYER'S/S RIGHT TO VARY QUANTITIES

Employer reserve the right at the time of award of contract to increase or decrease the quantities mentioned in the Bill of Quantities without any change in the unit price or other terms and conditions as per actual requirement of the University.

14. EMPLOYER/S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The University reserves the right to accept or reject any or all tenders fully or partially as per provision available under Rule-47 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 and invoke Rule-48 of the said Rules for re-bidding. The University reserve the right to cancel all the bids were quoted price exceed estimated cost / or market value as per provision available under Rule-47.

15. NOTIFICATION OF AWARD

Prior to expiration of the period of bid validity prescribed by the Employer/, the Employer/ will notify the successful Bidder/Supplier in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer/ will pay the Contractor in consideration of the execution of the contract and completion of the Supplies by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

No Negotiation with the Bidder/Supplier having evaluated as lowest responsive or any other Bidder/Supplier Shall be permitted, however, Employer/ may have clarification meetings to get clarify any item in the bid evaluation report.

The notification of award and its acceptance by the Bidders/Suppliers will constitute the formation of the Contract, binding the Employer/ and the Bidder/Supplier till signing of the formal Contract Agreement. Upon notification of award and its acceptance by the Bidders/Suppliers, the Employer/ will promptly notify the other Bidder/Suppliers that their Bids have been unsuccessful and return their bid securities.

16. SIGNING OF CONTRACT AGREEMENT

The formal Agreement between the Employer and the successful Bidders/Suppliers shall be executed as per instructions of tender documents within 7 days of the receipt of the Contract Agreement by the successful Bidder/Supplier from the Employer. Performance guarantee will be provided by the supplier at the time of issuance of supply order.

17. GENERAL PERFORMANCE OF THE BIDDER/SUPPLIERS

The Employer/ reserve the right to obtain information regarding performance of the Bidder/Suppliers on their previously awarded contracts/Supplies. The Employer/ may in case of consistent poor performance of any Bidder/Supplier as reported by the Employer/s of the previously awarded contracts, reject his bid. The Employer/ with its rules, procedures and relevant laws of the land take shall such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder/Supplier and debarring him from participation in future bidding.

18. UNIVERSITY’S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

The University reserves the right to accept or reject any or all tenders fully or partially on the recommendation of technical committee/ purchase committee.

19. CANVASSING

Unsolicited advice / clarifications and any personal approached at any stage of evaluations of bids are strictly prohibited and may lead to disqualification.

20. DELIVERY

The bidders shall make delivery of the items within 10 days from the date of issuance of supply order. In case of delivery of importable items, delivery period is 30 days subject to provision of import documents. A penalty of 0.5% of the item price per day subject to the maximum of 10% of the total amount would be charged after expiry of the delivery time till the supply of the items. Supply order/ contract will be issued subject to the availability of funds. No claim in this regard shall be entertain.

21. MODE OF PAYMENT

No advance payment will be made as per Government rules. The payment will be made to the supplier after inspection of supplied items by a committee of experts constituted by the University. Performance guarantee will be returned after successful delivery of goods. The retention money is @ 10 percent of contract cost. If found in order in all respects after the successful and complete supply, installation and functioning of the items, the retention money will be released after successfully lapse of warranty / defect liability period and shall be dealt as per KPPRA standard bidding procedure. The bid security of successful bidder shall be kept with the University till complete delivery as per work order. Performance guarantee may be kept as retention money, if not expired.

22. TAXES

All Government taxes shall be deducted in accordance with relevant Government rules, during the currency of contract/Project.

23. BRAND OF EQUIPMENT

The stores must be **brand new and complete** in all respects with original packing of manufacturer and strictly conforming with the given specifications. Online/ expired warranty equipment will not be accepted.

24. SUB-LETING

The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

25. ARBITRATION

The decision of the arbitration is Vice Chancellor, Abbottabad UST or his authorized representative in all relevant matters will be final and unchallengeable in any court of law anywhere.

26. FORCE MAJEURE:

The Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of the purchase order under the signed contract and inform the Supplier of its findings promptly.

Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

27. **SPECIAL CONDITIONS OF THE CONTRACT**

1. **Inspection of Equipment/materials.**

All Equipment's /materials shall be subject to inspection and shall be approved by Abbottabad UST Purchase committee/Technical Committee before the same are fabricated or installed in position. The committee may reject such materials as are considered by him to be below standard specifications, size or quality. The Contractor shall provide all labour at his own expense for handling during inspection. Any materials rejected by the committee shall not be used and shall be removed from site by the Contractor. Further the Employer may forfeit the security as well as refurbished equipments/items based upon the decision of University purchase committee ,if deems necessary.

2. **Work to be opened for inspection.**

All supply/works under or during the course of execution in pursuance of the Contractor/supplier, whether at site or at Contractor's workshop shall, all times, be opened for inspection and supervision of the Abbottabad UST Purchase committee/Technical Committee at all times during the usual working hours, the contractor should either himself be present to receive the instructions or any responsible agent duly accredited in writing, present for this purpose. Instructions given to the Contractor's agent should be considered to have the same force as if these had been given to the Contractor himself.

3. **Responsibility against damages**

Before and up to the whole of the Supply/works are completed and have been finally handed over to the University and a proper completion certificate thereof obtained by the Contractor, the Contractor shall be responsible for all and any damage caused to the materials or installed works/equipment thorough accident, improper handling, transport or any other cause whatsoever and shall repair, remove or replace the same and compensate the University against all such losses.

4. **Specifications**

The work shall comply with the requirement/ specification laid down in the B.O.Q of the tender. Quality of each item should be supreme quality and higher quality with respect to desired specification provided in the bid may acceptable, if approved by the University purchase/technical committee. While the lowest rate will be considered as per KPPRA rules. Less specification than required shall not be acceptable.

5. **Laboratory Test**

The Abbottabad UST Purchase committee/Technical Committee has the power to order for conducting Equipment/material quality assurance test which he deems necessary and cost of such tests will be borne by the contractor. No claim in this regard will be entertained for payment.

6. **Warranty / Guarantee**

The warranty and guarantee period for all product must be at least one year or higher. All the supplies must be recently manufactured, must bear the dates of manufacturing and expiry. All the equipment must meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Equipment. The Employer shall have the right to make claims of defective items under the warranty period for replacement on supplier's cost. The retention money will be forfeited if supplier failed to remove defect or replacement of items.

28. Special / Mandatory Conditions

- Refurbished or Grey smuggled products will not be accepted in any case and action shall be against the suppliers initiated as per rule.
- Abbottabad UST will verify all the relevant documents and the serial numbers of the supplied items with its manufacturer. If found ambiguous, will be returned at supplier own cost.
- Quoted product must have at least one manufacture's parts depot in Pakistan, for rapid warranty claims.
- Any product inferior to the given specification / University requirement shall be disqualified straight away.

- Compliance sheet must be provided by the bidder along with the quotation.
- The successful bidders will be required to supply the items as per maximum required quantity of University up-to the end of one year from the date of opening of financial bid(s).
- Abbottabad UST shall only accept the branded equipment imported through proper channel.
- All the bidder(s) are required to regularly visit Abbottabad UST website www.aust.edu.pk for time to time notifications / information and updates about the tender process.

29. ELIGIBILITY CRITERIA

Following particulars/documents make merit for assessment of eligible bidders;

	Description	Remarks
	Certificate of Company / Firm Registration/ Incorporation under the laws of Pakistan	Mandatory
	Valid Income Tax Registration (NTN). Must be on Active Tax Payer List of FBR.	Mandatory
	Valid General Sales Tax Registration. Must be on Active Tax Payer List of FBR.	Mandatory
	Submission of undertaking on legal valid and attested stamp paper mentioning; a. The firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. b. In full compliance of the execution schedule and delivery period mentioned in tender documents.	Mandatory
	Bid security shall accompany proposal,Otherwise, the proposal will be considered non-responsive and will be returned to the bidder(s) after being examined by the University Purchase Committee.	Mandatory
	Compliance of qualification documents	Mandatory
	Bidders are required to offer the product as per specification mentioned in the bidding documents. The bidder(s) who offered below specification will be declared as ineligible bidder.	Mandatory

Documents regarding “Eligibility Criteria” should be enclosed with Bids. The proposals from firms/companies being qualified for the above specified Eligibility Criteria will only be considered for further evaluation process.

BILL OF QUANTITIES

“SUPPLY OF BRANDED UPS 1KVA, 1200VA TOWER CASING with standard Backup having built in dry batteries”

Equipment's Name	Description	Min. Qty	Unit Price	Total Price (Inclusive of all taxes and charges etc)
1KVA UPS	<p>SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1KVA UPS with internal 2 x7 Ah x 12v Dry Batteries, Tower Casing,</p> <p>Input voltage range: 140-290 VAC</p> <ul style="list-style-type: none"> • Output voltage: 230/220 VAC * Wave form: simulated Sinewave * Overload, discharge, and overcharge Protection * Frequency range: 50 Hz –60 HZ <p>One Year Standard Warranty & backup of UPS from date of commissioning and installation. Crown, Vertic, Liebert, or Equivalent as approved by the committee. For equivalent, the decision of the University purchase committee shall be final and binding on the bidder/contractor. No claim whatsoever of supplier / contractor will be entertained.</p>	<p>Nos. 31 Quantity can reduce and Increase.</p>		

Note:

- Specification shall be equivalent or higher
- Quantity may be increased / decreased as per actual requirement of the University. No claim whatsoever of the bidder/contractor shall be entertained. The unit rate shall be valid upto 01 year.
- Bidders are required to quote the unit rate and total cost as per above format. The Bidder(s) who quoted partially or incomplete bid, over writing, cutting or use of lead pencil if found will be declared as non-responsive.

CERTIFICATE

It is certified that no change/amendment has been made in the documents available on the Abbottabad University of Science and Technology' website or issued on proprietary basis. In case, found guilty of any tempering to the Tender documents, severe disciplinary action will be taken against my firm.”

Principal / Agent
Seal & Signature

**LETTERHEAD OF SUPPLIER/MANUFACTURER) BIDDER
QUALIFICATION STATEMENT**

(To be furnished with technical proposal)

Name and Address of Tenderer/Bidder

A. Name of Supplier/Tenderer: _____

B. Address of Head Office: _____

C. No. of Employees/Engineers: _____

D. Date Established and/or Registered: _____

E. Project In-charge: _____

F. Section/Department/Division: _____

G. Email Address: _____

H. Telephone Number _____

I. Mobile Number _____

J. National Income Tax No. _____

We hereby certify to the best of our knowledge that the foregoing statements are true and correct and all available information and data have been supplied and that we agree to show documentary proof thereon upon your request.

Name & Address of the Tenderer
(Signature)

_____ (In the Capacity of)