

NATIONAL INSTITUTE OF MANAGEMENT KARACHI



TENDER DOCUMENT

FOR PROCUREMENT OF AIR CONDITIONERS

Note: Procurement to be done by NIM Karachi in line with PPRA Rules, 2004

Tender # Works/ACs/2023/I

Tender Document Printing Fee. Rs. 1000/-

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Terms and Conditions

National Institute of Management, Karachi (*hereinafter referred to as "NIM Karachi" or Client'*) invites sealed bids from eligible and experienced income tax/ sales tax/ PRA registered sole proprietor / firms / companies/ authorized distributor/ supplier (*hereinafter referred to as "Bidder"*) for the specified items for its office located at University Road, Block-11 Gulshan-e-Iqbal, Karachi, as per Annex-A (*hereinafter referred to as "goods"*).

Public Procurement Rules, 2004 will be strictly followed, these may be obtained from PPA website <https://ppra.org.pk/>.

In this document, unless otherwise mentioned to the contrary, "*Rule*" means a *Rule* under the Public Procurement Rules, 2004.

1. General:

- 1.1 Any offer not received as per terms & conditions of the tender enquiry is liable to be ignored. No offer shall be considered if:
 - (a) received without bid security
 - (b) received after the time and date fixed for its receipt
 - (c) the offer is ambiguous
 - (d) the offer is incomplete
 - (e) the offer is received by fax or e-mail
 - (f) the offer is from a black listed firm
 - (g) offer received with shorter validity than required
 - (h) the offer is not conforming to the specifications mentioned in the tender document
 - (i) there is any conditional offer
 - (j) bids not compliant with any of the terms and conditions listed in the tender document will be liable to be rejected.
- 1.2 Bid will remain valid for a period of 120 days from the date of opening the tender. All the prices will be quoted in Pak Rupees (inclusive of all applicable taxes) and no change in price will be made in any case. No additional amount over and above the quoted price will be paid.
- 1.3 The cover envelope as well as inner envelopes containing technical / financial proposals must indicate particulars of tender i.e. technical proposal/financial proposal, name of submitting firm/company. The envelopes must be properly sealed.
- 1.4 Purchase Order(s) will be issued in favour of technically responsive "most advantageous bid" evaluated as per details laid down at Annex-A after the approval of the competent authority.
- 1.5 NIM Karachi may increase or decrease the ordered quantities under Public Procurement Rules, 2004.
- 1.6 NIM Karachi has the right to ask for demonstration of the equipment quoted by the vendor.

2. Time Period:

Requisite items are required to be delivered within 7 days after issuance of Purchase Order.

3. Extension of Delivery period:

In special circumstances, request for extension of delivery period may be considered by the competent authority on the written request of the firm before the target date, which will be authorized to either accept or reject as per bid rejection clause 33(1), of PPRA, 2004 rules.

4. Penalty of Delay / Cancellation:

- 4.1. The goods will be inspected by the NIM Karachi through authorized committee / personnel and will be rejected if not found according to the given specifications as mentioned at Annex- A.
- 4.2. If the bidder fails / delays in performance of any of the obligations, under the contract / violates any of the provisions of the contract / commits breach of any of the terms and conditions of the contract the purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the contract price against undelivered portion, as liquidated damages, a sum of money @0.25% of the total contract price which is attributable to such part of the goods / the services / the works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate 10% of the Contract Price.

5. Payment to the Supplier:

- 5.1. Payment will be made through treasury cheque to the bidder against invoice after 100% completion of delivery, installation and inspection by the authorized person/committee etc.
- 5.2. No payment will be made as advance.
- 5.3. Payment against partial delivery will not be made.

6. Bid Security:

- 6.1. Bid security (Earnest money) @ 5% of estimated cost (i.e. the estimated of total quoted bid price) shall have to be attached along with (Financial Proposal) of bidding document. It should be in the form of Pay Order / Bank Draft / CDR from a scheduled bank in favor of Director General, NIM Karachi.
- 6.2. Bid security of unsuccessful bidders shall be returned on the finalization of the tender whereas the bid security of successful bidder shall be returned upon submission of Performance Guarantee.
- 6.3. The bid security shall be forfeited if
 - 6.3.1. The offer is withdrawn, amended or revised after submission time.

- 6.3.2. The bidder fails to execute the contract strictly in accordance with terms and conditions of tender document

7. Deduction of Taxes:

All the applicable taxes will be deducted while making payment as per Government Rules Instructions/ Notifications. Bidder will be responsible for the payment of duties, levies and clearance from customs authorities etc. Any exemption from any taxes are to be substantiated with applicable policy document/tax rules/SRO etc.

8. Dispute:

Any dispute will be settled by following the procedure prescribed by PPRA, 2004 Rule 48.

9. Technical Evaluation Criteria:

Category	Description	Document
Legal (Mandatory)	Valid Income Tax Registration (Status = Active with FBR)	Required
	Valid General Sales Tax Registration (Status = Active with FBR)	Required
	Single Undertaking covering following aspects: i. Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department anywhere in Pakistan. i. In full compliance of the Execution Schedule and Delivery Period mentioned in tender document. ii. Compliance to the technical specifications of Hardware/IT Equipment (all items) to be procured mentioned vide Annex-A of this document. Product technical brochure(s) of specific make and model being offered with clear specifications must be enclosed with the bid. (Where applicable)	Required
	Authorization Certificate (Details are mentioned under each item separately at Annex-A)	Required
Past Experience Mandatory	i. Worth of projects similar in nature that includes Air Conditioner etc. (Verifiable through relevant purchase orders/contracts) ii. Must have annual turnover of 50% of the bidding amount. iii. Minimum 3 years of experience	Required

10. Financial Evaluation Criteria

- 10.1 The Financial Bids of the technically responsive bidders will be opened in presence of bidder(s) / representative(s) who choose to be present on the same day.
- 10.2 Most advantageous bid in terms of “value for money” based on quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost shall be accepted.

11. Bid / Tender Opening Procedure:

As per Public Procurement Rules 2004, single stage two envelope bidding procedure shall be adopted.

- 11.1 The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain the financial proposal and the technical proposals separately.
- 11.2 Complete tender document must be dropped into the Tender Box, which would be placed at the Tender opening venue not later than the date and time mentioned in the advertisement.
- 11.3 In case the last date of submission of bid coincide with any holiday or with unforeseen event, the last date for submission of the bids shall be the next working/normal day.
- 11.4 The envelopes shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters.
- 11.5 Initially, only the envelope marked "**TECHNICAL PROPOSAL**" shall be opened; Envelope marked as "**FINANCIAL PROPOSAL**" shall be retained in the custody of the procuring agency without being opened;
- 11.6 The technical proposal shall be evaluated in a manner prescribed in bidding documents. Proposal is liable to be rejected if it does not conform to the specified requirements / specifications. Any proposal (technical) having any reference to the price is also liable to be rejected.
- 11.7 During the technical evaluation no amendments in the technical proposal shall be permitted;
- 11.8 The financial proposals of bids meeting the technical specifications shall be opened publicly on the same day. However, NIM Karachi reserves the right to change the date of opening the financial bids if required. Any such change will be communicated to the bidders accordingly.

12. Performance Guarantee

A provisional Offer Letter will be issued in favour of the successful bidder(s). Performance guarantee against warranty period of the item (Service, Parts & Labour) in the shape of bank guarantee from any scheduled bank equivalent to 5% of the total purchase order(s) amount will have to be furnished within 7 days of receipt of Provisional Offer Letter along with acceptance of the offer. The bank guarantee will be furnished as per the format attached at Annex-C. Issuance of purchase order is subject to the submission of bank guarantee. In case the bank guarantee is not furnished within the stipulated time period the bid will be rejected and Provisional Offer Letter will be issued in favour of next in line bidder. Performance guarantee will be returned after successful completion of the warranty period.

Directing Staff (Admin)
National Institute of Management,
Karachi.

Tender Checklist

Category	Description	Document
Legal (Mandatory)	Valid Income Tax Registration (Status = Active with FBR)	Required
	Valid General Sales Tax Registration (Status = Active with FBR)	Required
	Single Undertaking covering following aspects: <ol style="list-style-type: none"> i. Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department anywhere in Pakistan. ii. In full compliance of the Execution Schedule and Delivery Period mentioned in tender document. iii. Compliance to the technical specifications of Hardware/IT Equipment (all items) to be procured mentioned vide Annex-A of this document. Product technical brochure(s) of specific make and model being offered with clear specifications must be enclosed with the bid. (Where applicable) 	Required
	Authorization Certificate (Details are mentioned under each item separately at Annex-A)	Required
Past Experience Mandatory	<ol style="list-style-type: none"> i. Worth of projects similar in nature that includes Air Conditioner etc. (Verifiable through relevant purchase orders/contracts) ii. Must have annual turnover of 50% of the bidding amount. iii. Minimum 3 years of experience 	Required

Note: Bidders must fill-up above mentioned checklist / table and attach copies of required documents with proper annex along with tender document.

Submission of all above documents is mandatory for technical evaluation.

TECHNICAL SPECIFICATIONS**Air Conditioners**

<u>S.No.</u>	<u>Item</u>	<u>Quantity</u>
1.	4 Ton Floor Standing Invertor Air Conditioner Brand Name: Haier/Gree or equivalent	04
2.	1.5 Ton Invertor Air Conditioner (Heat & Cool) Brand Name: Haier/Gree or equivalent	10
3.	1 Ton Invertor Air Conditioner (Heat & Cool) Brand Name: Haier/Gree or equivalent	20

BIDDER INFORMATION

Name of Firm/Company	
Complete Postal Address	
Phone	
Contact Person / Designation	
Cell Number	
E-Mail	
Fax Number	
National Tax Number	
GST Number	

NATIONAL INSTITUTE OF MANAGEMENT, KARACHI



TENDER DOCUMENT FOR PROCUREMENT OF AIR CONDITIONERS

(Financial Proposal)

Tender # Works/ACs/2023/I

ANNEX-B

PRICE SCHEDULE/ FINANCIAL COST SHEET/ QUOTATION
(FOR EACH ITEM SEPARATELY)

ITEM NO. _____

Sr. No	Item/ Description	Quoted Item (s) (Make & Model)	No. of Units	Price Per Unit (Incl. all Tax) in PKR	Total Price (No. of Units * Per Unit Price incl. all Taxes) in PKR
			(1)	(2)	3= (1*2)
1					
2					
3					
4					
TOTAL PRICE					X

NOTE:

- (i) X will determine the total bid cost against each main item.
- (ii) Prices must be quoted for all sub-items as mentioned at the bottom of Item Specification's Pages.
- (iii) The Purchaser reserves exclusive rights to increase / decrease the quantities of the items mentioned vide this tender document.
- (iv) Warranty, support period as mentioned in Annex-A.

Total Cost (in words) PKR _____

Date _____

Signature of
authorized person
Name:
(Company Seal)

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial proposal.

BIDDER INFORMATION

Name of Firm/Company	
Complete Postal Address	
Phone	
Contact Person / Designation	
Cell Number	
E-Mail	
Fax Number	
National Tax Number	
GST Number	

Performance Security (or Guarantee) (Bank Guarantee)

[The Procuring Agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *Director General, National Institute of Management, Karachi*

Date: *[Insert date of issue]*

Performance Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

Framework Agreement No.: *[insert Procuring Agency's reference for the Framework Agreement]*

Call-off Contract No.: *[insert Procuring Agency's reference for the specific Call-off Contract]*

We have been informed that _ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into a Call-Off Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of _ *[insert name of contract and brief description of Goods and Related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Call-off Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*

(_____) *[insert amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2..., and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]