



TENDER DOCUMENTS

Provision of Water Hydrant NUTECH / SCM /Water

Hydrant RE 2024 / TD-324

NATIONAL UNIVERSITY OF TECHNOLOGY

TENDER NOTICE

National University of Technology (NUTECH)

NUTECH / SCM /Water Hydrant RE 2024 / TD-324

1. Sealed bids are invited from Government / FBR Registered Firms for the provision of Water Hydrant for NUTECH on **FOR Basis**.
 2. Tender documents containing terms, conditions and detailed specifications of items (including draft contract) can be downloaded from NUTECH website "<https://nutech.edu.pk/downloads/procurement/scm-tenders/>" w.e.f 05 **June 2024**.
 3. Quotations shall be submitted as per requirement of the tender documents.
 4. Bidders will be required to submit **Rs 20,000/-** as Bid Bond in favor of National University of Technology (NUTECH).
 5. **Submit Rs 3000/- as Tender fee in favor of NUTECH HBL Account (NUTECH Tendering and Contracts, 5037-7000210755)**. Please attach bank receipt with technical offer. Offers will not be entertained without payment of processing fee.
6. Details for Submission & Opening of bids for tender are as under: -

<u>Ser</u>	<u>Description</u>	<u>Submission</u>	<u>Tender fee</u>	<u>Tender Opening</u>	<u>Completion Days</u>
a.	Water Hydrant (TD-324)	1030 hrs. on 24 June 2024	Rs 1500	1100 hrs. on 24 June 2024	1 x Year Services

Deputy Director (Supply Chain Management)

NATIONAL UNIVERSITY OF TECHNOLOGY, IJPROAD, I-12, ISLAMABAD

Tel: 0092-51-5476768, Ext: 278

NATIONAL UNIVERSITY OF TECHNOLOGY

SUPPLY CHAIN MANAGEMENT

INVITATION TO TENDER

Tender submission time: 1030 hrs. on 24 June 2024

1. NUTECH desires to procure the list of item(s) / Store(s) on **FOR basis** as per **Annexure-A**. Interested bidders are requested to send their bids through courier or deliver at NUTECH under "Single Stage – Single Envelope" (containing, separately, financial proposal and technical proposal), marked clearly as "**Technical Offer**" and "**Commercial Offer**" respectively to the undersigned, latest by or before above mentioned due date.
2. **Conditions Governing Contracts.** The contract made as result of this IT will be in accordance with the draft contract published on NUTECH University website and other special conditions (Mentioned in this document) that may be added to given contract for the provision of Water Hydrant.
3. **Delivery of Tender.** The offer is to be submitted as under:-
 - a. **Technical Offer.** Technical Offer should contain only Annexure-A & Annexure B duly filled in (supported with details / catalogues etc.) and receipt of tender processing fee. Copy of bid bond WITHOUT MENTIONING PRICE should be attached with technical offer.

i.e . Following information will be clearly marked on the envelope:

 - (1) Technical Offer
 - (2) Tender number
 - (3) Date/ time of opening
 - b. **Commercial Offer.** Commercial Offer will contain Annexure-C and bid bond. The offer indicating the quoted price FE/Local Currency (in Local Currency for FOR cases & in FE for FOB cases) in figures as well as in words would be enclosed in an envelope.
 - (1) Commercial Offer
 - (2) Tender number
 - c. The tender duly sealed will be addressed to the following: -

Deputy Director (Supply Chain Management Office)
NATIONAL UNIVERSITY OF TECHNOLOGY (NUTECH)
IJ P ROAD, I-12, ISLAMABAD
Tel: 0092-51-5476768, Ext: 278

4. **Date and Time for Receipt of Tender.** Sealed bids with detailed specifications should reach SCM office latest by **1030 hrs. on 24 June 2024.** Delay occurring in post shall not be accepted. Tenders received after the appointed / fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed / forced holiday.
5. **Tender opening.** The offers shall be opened **30 minutes** after submission time. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities. Date and time for opening of commercial offer shall intimated later. Only legitimate / registered representatives of firm will be allowed to attend tender opening.
6. **Validity of Offer.** The validity period of quotations must be indicated and should be **90 days** from the date of opening of financial offer.
7. **With drawl of offer** If the firm withdraws its offer within validity period, the competent authority may place such firm under embargo for a period which may be extended up to one year. Moreover, the Earnest Money of the firm will be confiscated.
8. **Documents.** Following information / copy of documents must be provided / attached with offer:-
 - a. A copy of letter showing firm's financial capability.
 - b. NTN/GST number be mentioned on the offer and copy of registration Certificate issued by Sales Tax Department, attached.
 - c. Annexes A, B and C must be signed and stamped. ATTACH ONLY RELEVANT DOCUMENTS.
 - d. Complete all Annexes as per given format. Do not use your format or letter head. Offer may be rejected if given format is not followed.
9. **Disqualification.** Offers are liable to be rejected if: -
 - a. Validity of offer is not quoted as required in IT documents.
 - b. Any deviation from the General/ Special / Technical Instructions.
 - c. Offers are found conditional or incomplete in any respect.
 - d. Copy of EM/Bid Bond & Tender processing fee (with tech offer) and original EM/Bid Bond (with fin offer) are NOT attached.
 - e. Offer received later than appointed / fixed date and time.
 - f. Offers (Commercial / technical) containing non-initialed / unauthenticated amendments / corrections / overwriting. If the validity of the agency agreement has expired. The commercial offer against FOB / CIF / C&F tender quoted in local currency.

- g. If the offer is found to be based on cartel action in connivance with other sources/participants of the tender.
- h. Multiple rates are quoted against one item.

10. **Terms of Payment** Vendor would be paid full 100% amount on accrued monthly basis.

11. **Delivery Schedule.** Services will be provided as per following: -

Tank Capacity: 5000 Liters

Working Time: 0800 hrs. to 1700 hrs.

Working Days: Monday to Saturday

Max Tank per day: 06

12. **Force Majeure.** If non-compliance with the period of delivery or services can be proved to be due to Force Majeure, such as but not limited to mobilization, war, riot, strike, lockout, pandemics/epidemics or the occurrence of unforeseen events, the period shall be reasonably extended.

13. **Subletting** Suppliers are allowed to sublet wholly or part of the contract to any other firm /company without prior permission by NUTECH. Firm found in breach of the clause will be dealt with as per purchaser's right and discretion.

14. **Arbitration.** Will be as under: -

“All Claims, disputes, controversies, differences arising out of or in connection with this contract, including any question regarding its existence, validity, interpretation performance, breach or termination, shall be referred to and shall finally be solved by binding arbitration. An Arbitration Committee Shall be constituted comprising Rector NUTECH and two Arbitration to be nominated on mutual agreement by each party. The venue of the Arbitration shall be the place of issuance of this contract or as Rector NUTECH may determine. In case of any difference, the clauses of Arbitration Act 1940, Rules and Regulation made thereof for time being enforce shall prevail. The award shall be final and binding on both parties.

- a. Provided that written record of any such arbitration and its award shall be arranged properly. An award of such arbitration may be confirmed in a court of competent jurisdiction at Islamabad.
- b. Provided further that incase of any other question /dispute not covered under this clause, the decision of Rector NUTECH shall be final.”

15. **Redress Of Grievance.** In case of dispute, case shall be reviewed by 'NUTECH Redress of grievance committee and decision of NUTECH shall be final and binding on both parties.

16. **Inspection /Testing of Water:** Inspection testing will be carried out at NUTECH by the concerned inspection team as detailed by the respective department in accordance with the laid down Acceptance Criteria.

17. **Water Hydrant Evaluation Criteria:** The water hydrant evaluation for the award of contract shall be done on the following parameters: -

- | | | |
|----|--|-------------------|
| a. | NTN/GST registered Firm | (05 Marks) |
| b. | Previous Experience (Attach Proof): | |
| | i. 3 years or more | (05 Marks) |
| | ii. 2 years or more | (03 Marks) |
| | iii. 1 year or more | (02 Marks) |
| c. | Distance of Water Collection Point | |
| | i. 1 to 5 Km from NUTECH | (20 Marks) |
| | ii. 6 to 10 Km from NUTECH | (10 Marks) |
| | iii. 11 to 15 Km from NUTECH | (06 Marks) |
| d. | Financial Proposal (Lowest Evaluated Bidder) | (10 Marks) |

Price of lowest bidder

----- X Weighted Amount (For Serial d)

X-Bidder price

18. **General Instructions:** Following must be noted: -

- a. The firm should provide point to point acceptance of each clause of IT and special instructions attached with IT.
- b. Firm will render a certificate with technical offer that firm is neither defaulter nor blacklisted by any Government / semi Government organization directly or indirectly. (On Judicial Paper)
- c. The stipulated delivery period should be strictly adhered to. Any anticipated delay that is beyond the control of Seller will be informed (in writing) well in advance of the expiry of the due date of the activity along with reasons thereof, requesting for the grant of extension in delivery period. If the Seller fails to do so, or the Buyer is not convinced with the rationale provided by the Seller, Liquidated Damages up to/at 1% per month or part thereof, will be imposed. However, the maximum limit of the Liquidated Damages will not exceed 10% of the delayed store value.
- d. If even after applicability of 10% LD, the Seller fails to deliver the required stores, the Buyer will be at liberty to Cancel the contract, and /or procure the stores from an alternate source, on the Seller's "Risk & Cost/Expense". In that case, the Seller will be bound to make payment to the new source through

NUTECH. The purchaser's decision under this clause shall NOT be subjected to arbitration.

- e. NUTECH reserves the right to cancel the Contract without assigning any reason whatsoever during its currency / execution / after placement, if the firm is found to be involved in any dubious activity, litigation, lacking to meet contractual obligations with the purchaser or is blacklisted with any other Public procurement agency. No claims / loss /damage of whatsoever nature shall be entertained and NUTECH's decision in this regard will be final / binding on the Seller.
- f. Firms with previous pending/outstanding projects/business and unsatisfactory performance with NUTECH may not be considered for award of any further business.
- g. Lowest evaluated bidders must send their authorized representatives for signing of the contract within three days of sharing of the draft contract.
- h. **Firm will issue an authorization letter to the rep attending tender opening. However, if owner is attending opening then no authorization letter is required.**
- i. **University owned tanker will collect water as & when required.**
- j. **Administrative support for collection of the water from water point will be provided by Successful firm if any.**
- k. **Water point administration will be told to accord priority the University Tanker and avoid long waiting hours.**
- l. **Business will be awarded on criteria given at Clause 17.**
- m. **Stamp duty for contract will be charged as per section 22/A of Stamp Act 1899 Pakistan.**

Deputy Director
Supply Chain Management Office

Technical Specifications

NUTECH / SCM /Water Hydrant RE 2024 / TD-324

Ser	Items	Description	A/U	Country of Origin	Qty Req	Bidder Compliance		Tech Scrutiny to be done by user	
						Yes	No	Accepted	Rejected
						Reason of Rejection			
1.	Purchase of Water Services	Water bowzer & Tractor for watering of Lawns/ plants Tank Capacity: 5000 Liters Contract Period: 01 year Working Time: 0800 hrs. To 1700 hrs. Working Days: Monday to Saturday Max Tank per day: 05 Gazetted Holidays Allowed			6 per day				

Firm Name: _____
Signature: _____
Name: _____
Designation : _____

Technical Offer

NUTECH / SCM /Water Hydrant RE 2024 / TD-324

Fill in following essential Parameters: -

1. Validity of Offer: _____ Days (Should not be less than 30 days)
2. Delivery period: _____ Days (After placement of order)
3. Country of Origin: _____

4. Warranty Period

General

1. GST Number: _____ (Enclose Copy)
2. NTN / CNIC: _____ (if exempted, provide valid exemption certificate)

Payment Terms (In continuation of IT Document clause 12)

In FOR Cases
20% advance payment against BG/CDR/Pay Order/DD
Remaining 80% payment after delivery, installation / commissioning /user satisfaction certificate

Details of Foreign Principal Information with account details)

1. Name / Title: _____
2. Address: _____

OEM Name:	Firm Name:	Signature:
OEM Focal Person:	Firm Focal Person:	Official Seal:
OEM Phone Number:	Firm Phone Number:	Name & CNIC:

Firm Name: _____

Signature: _____

Name: _____

Designation : _____

FINANCIAL OFFER

NUTECH / SCM /Water Hydrant RE 2024 / TD-324

Ser	Item Name/Size	Specification	A/U	Qty Req	Unit Price PKR (Including Tax)	Total Price PKR (Including Tax)
1.	Purchase of Water Services	Water bowzer & Tractor for watering of Lawns/ plants Tank Capacity: 5000 Liters Contract Period: 01 year Working Time: 0800 hrs. To 1700 hrs. Working Days: Monday to Saturday Max Tank per day: 05 Gazetted Holidays Allowed		6Days		
<u>Total</u>						

Tender No _____

Name of the Firm _____

Firm Address _____

Date _____

Telephone No _____

E-Mail _____

To, DD SCM Office
NUTECH University
I- 2, Main IJP Road,
Islamabad.

Dear Sir

1. I / We hereby offer to supply to the NUTECH University the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the price offered against the said schedule and further agree that this offer will remain valid up to 90 days after opening of Financial offer and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I / we shall be bound by a communication of acceptance to be dispatched within the prescribed time.
2. I / we have understood the instructions to Tenders and General Conditions Governing Contract available at NUTECH website and have thoroughly examined the specifications / drawing and / or patterns quoted in the schedule here to and am/are fully aware of the nature of the stores required and my/ our offer is to supply stores strictly in accordance with the requirements.

Yours Faithfully.

(Signature of Tenderer)

Designation

Date:

Individual signing tender and / or other documents connected with a contract must be signed by principal authorized rep/ OEM rep/ Authorized partner firm rep.

**SPECIMEN FOR "ADVANCE PAYMENT
BANK GUARANTEE"**

Guarantee No:_____Date_____Amount:_____Valid upto:_____

In Favour of: National University of Technology (NUTECH), IJP Road, I-12, Islamabad Subject:
Advance Payment Bank Guarantee

Contract No:_____DATED._____

Dear Sir,

1. We [Name of Guarantor] understand that you have entered into contract with M/S [Name of Firm] (hereinafter called Our Client), for provision of [Name of Stores]. And as per the above mentioned Contract, you are liable to pay to Our Client an amount of [Amount of Guarantee] in advance, which shall be released against a Bank Guarantee. 2. Bank & seller firm shall inform your office regarding termination of the validity of this bank Guarantee one clear month before the actual expiry date of this Bank Guarantee.

3. Now, we hereby irrevocably undertake to immediately make payment on to your orders, merely upon receipt of your first written notice, an amount not exceeding [Amount of Guarantee] that may be claimed by you at your own discretion without it being necessary for you to prove or even assert to the Bank any default whatsoever of Our Client under the Contract.

4. Claims against this Guarantee shall be lodged on us through written request/s on your proper Letter Head. Unless claims are not presented on or before the Validity Date, all rights and benefits under this guarantee shall be forfeited and we shall be released from all claims, demands or liabilities of any kind whatsoever.

5. This Guarantee shall remain in force up to the above mentioned Validity Date which can however, be extended upon request of Our Client.

Yours faithfully,

Signature:_____

Name:_____

Designation:_____

Bank Stamp:

**"SPECIMEN FOR BANK GUARANTEE AGAINST
PERFORMANCE/WARRANTY GUARANTEE"**

Guarantee No: _____ Date _____ Amount: _____ Valid upto: _____

In Favour of: National University of Technology (NUTECH), IJP Road, I-12, Islamabad Subject:

In compliance with terms of Performance/Warranty Guarantee Bank Guarantee

Contract No: _____ dated _____

Dear Sir,

1. Whereas your good-self have entered into Contract No __dated with M/s [Firm Name] Located at [Firm Address], Herein after referred to as our customer and that one of the conditions of the Contract is submission of Bank Guarantee by our customer to your good-self for a sum of [Amount].
2. Incompliance with this stipulation of subj contract, we hereby agree and undertake as under:-
 - a. To pay to you unconditionally on demand and / or without any reference to our Customer an amount not exceeding the sum of [Amount] as would be mentioned in your written Demand Notice.
 - b. To keep this Guarantee in force till [Validity Date].
 - c. That the validity of this Bank guarantee shall be kept two clear year ahead of the original / extended delivery period or the warrantee of the stores which so ever is later in duration on receipt of information from your office. Our liability under this Bank Guarantee shall cease on the closing of banking hours on the last date of validity of this Bank Guarantee. Claim received there after shall not been entertained by us whether you suffer a loss or not. On receipt of payment under this Guarantee, this documents i.e., Bank Guarantee must be clearly cancelled, discharged and returned to us.
 - d. That we shall inform your office regarding termination of the validity of this bank Guarantee on clear month before the actual expiry date of this Bank Guarantee.
 - e. That with the consent of our customer you may amend / alter any term / cause of the contractor add / delete any term / clause to / from this contract

without making any reference to us. We do not reserve any right to receive any such amendment / alternation or addition / deletion

provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only [Amount].

- f. That the bank guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer / Supplier or Vendor.
- g. That this is an unconditional Bank guarantee, which shall be cashed on sight on presentation without any reference to our Customer / Supplier or Vendor.

Signature_____

Name_____

Desig_____

Bank Stamp_____

Note: No changes in the above given BG format shall be accepted.

"SELLER'S WARRANTY CERTIFICATE"**(To be provided on stamp paper)**

Contract No:

Dated:

Validity 02 year from the date of final acceptance of the Stores.

We hereby guarantee that we are the genuine and original Source of provisioning the Stores to our Buyer. We also undertake that nothing in the manufacturing of these Stores has been obtained through unauthorized means.

1. We hereby warrant and undertake that the Stores and all the associated spares/ accessories supplied under the terms and conditions of the above Contract, are:

- a. brand new, complete in all respects, possessing good quality and standard workmanship; and
- b. liable for replacement/rectification free of charge, if during the Warranty period the same are found defective before or under normal use or these do not remain within the limits and tolerances stated under the specifications or in any way not in accordance with the terms of this Contract. All expenses incurred in removal, re- provisioning and reinstallation of such defective Stores or their parts shall also be borne by us.

2. The Warranty shall remain valid for a period of years from the date of final acceptance of the Stores.

Signature & Stamp _____

Name & CNIC _____

Designation: _____

Date: _____

****Sellers warranty must be provided by the Seller (firm) on Rs 100 stamp paper along with bank guarantee/CDR/Pay Order without changing a word. BG with additional clauses will be rejected.**

CHECK LIST

(This checked list must be attached with your technical offer, duly filled and

Signed by authorized signatory)

Tender No _____

Date _____

1	Tender Processing Fee	a. Tender processing fee ref no b. Bank c. Amount		
2	EM/ Bid Bond	a. EM/ Bid Bond ref no b. Bank		
3	Form Annex A, B and C signed by Authorized Signatory		Yes	No
4	Offering specification of items as per IT		Yes	No
5	Quoted Currency as per IT		Yes	No
6	Accounting unit/Qty as per IT		Yes	No
7	Delivery Schedule as per IT		Yes	No
8	Country of origin of store			
9	Name of OEM:- _____			
10	Original Performa invoice (Mandatory)		Yes	No
11	Certified that there is no Deviation from IT conditions/ there is deviation from IT condition as per fol details		Yes	No
12	Blacklisting certificate.		Yes	No
13	Verifiable OEM Certificate		Yes	No
14	Warranty Period as per IT		Yes	No
15	ATPs provided		Yes	No

Note: Fill and/or mark Yes/No where required.

Signature of Firm Auth Si

