

Tender No. 10/2024

THAL UNIVERSITY BHAKKAR, BHAKAKR



TENDER DOCUMENT

For

**PURCHASE OF TRANSPORT
MATERIAL (BUS TYRES)**

Issued To: _____

Convener, Purchase Committee

Ph. No.: 0453-9200070

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THAL UNIVERSITY BHAKKAR

Purchase Committee
University Road, Bhakkar.
Tel: 0453-9200070

Tender Notice

Sealed tenders/ bids are invited from the firms registered with Sales Tax and Income Tax Departments for following Tender on the basis of **One Stage (Two Envelope Procedure)** in terms of Rule No. **38 2(a)** of the Punjab Procurement Rules 2014 (PPRA Rules 2014).

Tender No	Tender Name	Budgetary Amount	QTY	Closing Time and Date	Opening Time and Date
09-2024	Purchase of Transport Material (Bus Tyres)	12,00,000	Details in Tender Document	18-10-2024 Till 11:15AM	18-10-2024 Till 11:45AM

- Tender Document will be immediately available after publishing of this Tender Notice under Rule No. 25(1).
- Tender / Bid Document can be obtained from the Office of Convener Purchase Committee, Thal University Bhakkar between 08:00 am to 4:00 pm from Monday to Friday by depositing the **Tender Fee of Rs.2,000/-** through Deposit Slip of BOP in A/ C No. **6580252791800018, Main Account Thal University Bhakkar** in the Bank of Punjab. In case the Tender / Bid Documents are downloaded from www.tub.edu.pk or www.eproc.punjab.gov.pk, **Original Deposit Slip** must be attached with the **Technical Bid**.
- The Bid Security, of **Rs. 60,000** /- which is equal to 5 % of estimated price, in the form of “CDR, Bank Draft, Pay Order.” in favor of, Thal University Bhakkar required to be submitted with the Financial Bid (Original), without which the offer shall be rejected being non-responsive.
- Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection.
- No supporting document will be accepted, at all, after opening of the Technical Bids. Bids received after due date and time or bids without Bid Security in shape of CDR, Bank Draft, Pay Order or less than required amount or Bid Security in shape of Cheque/ Cross Cheque shall be summarily rejected.
- The University reserve the right to modify/ withdraw/ cancel the bids/ tender at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.
- For obtaining any further information or clarifications, please contact the officer named below:

Dr. Aamir Sohail
Convener, Purchase Committee

1. **Invitation to the Bid**

- 1.1. Bids/Tenders are invited for **Purchase of Transport Material (BUS Tyres)** from Sales Tax and Income Tax Registered firms.

2. **Instructions to the Bidders**

- 2.1. Procurement will be made under Punjab Procurement Rules 2014.
- 2.2. It will be clearly understood that the Terms and Conditions mentioned in this document are intended to be strictly enforced.
- 2.3. Bidders must ensure that they submit all the required documents indicated in the Tender / Bidding Documents at the time of opening of Technical Bids and no request for submission of missing documents will be entertained after opening of the Technical Bids.
- 2.4. Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection. Bids received after due date and time, and bids without Bid Security in shape of Demand Draft, Pay Order, CDR or less than required amount or Bid Security in shape of Cheque or Cross Cheque shall be rejected.
- 2.5. No supporting document will be accepted, at all, after opening of the Technical Bids.
- 2.6. The bidder must quote rates of each item with tax/duties, and partial bidding is also allowed.
- 2.7. **Mode of Advertisement:**

As per Rule 12(1) the advertisement is being placed on www.tub.edu.pk and on the website of PPRA Punjab www.eproc.punjab.gov.pk
- 2.8. **Type of Open Competitive Bidding**

As per Rule No. 38(2) a, one stage two envelope procedure shall be followed with details given below:

 - 2.8.1. The bid shall comprise of one package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
 - 2.8.2. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
 - 2.8.3. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened; The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of procuring agency without being opened;
 - 2.8.4. The Purchaser shall evaluate the technical proposal under **PPRA Rule # 32** and in a manner prescribed in this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said sections. During the technical evaluation no amendments in the technical proposal shall be permitted;
 - 2.8.5. The financial proposals of technically qualified bidders shall be opened publicly at a time, and venue announced and communicated to the bidders in advance;
 - 2.8.6. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

2.9. Bid Data Sheet (Information for the Bidders)

1	Procuring Agency	Thal University Bhakkar
2	Tender Number	10/2024
3	Name of Tender	Purchase of Transport Material (BUS Tyres)
4	Tender Document available place	Office of the Convener Purchase Committee, Thal University Bhakkar, University Road, Bhakkar.
5	Cost of Tender Document	Rs.2000/- payable at BOP through Deposit Slip in A/C No. 6580252791800018, Main Account Thal University Bhakkar.
6	Bid Security	Amount mentioned in Clause No. 9 of the Tender Document in shape of CDR, Pay Order, Bank Draft etc., in favor of, Thal University Bhakkar, Bhakkar”
7	Performance Guarantee	10% of Contract Value after acceptance of Intimation Letter
8	Tender Addressed to	Convener Purchase Committee, Thal University Bhakkar.
9	Contact Number	Ph. 0453-220070
10	Due date, time and place of submission of Tender Document	18-10-2024 till 11:15 AM Committee Room Admin Block, Thal University Bhakkar.
11	Date, time and place of Technical Bid Opening	18-10-2024 at 11:45 AM at Committee Room Admin Block, Thal University Bhakkar.
12	Date, time and place of the Financial Proposals	Shall be intimated subsequently to Technically Qualified firms

Terms and Conditions of the Tender

3. Definitions

- 3.1. "Purchaser" means the procuring agency i.e. Thal University Bhakkar.
- 3.2. "TUB" means Thal University Bhakkar.
- 3.3. "Bidder/Tenderer" means the Firm/Company/Supplier/Distributor that may provide or provides the Goods and related services to any of the public sector organization under the contract and have registered for the relevant business thereof.
- 3.4. "Contract" means the agreement entered into between the Purchaser and the Contractor, in form of Supply Order or as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.5. "Contractor/The Successful Bidder" means the person whose Tender has been accepted and awarded letter of Acceptance followed by the Supply Order or Contract by the Purchaser.
- 3.6. "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
- 3.7. "Goods" means equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- 3.8. "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 3.9. "PPRA" means Punjab Procurement Regulatory Authority.

4. Responsiveness of Bid

- 4.1. conforms to the clause of "Responsiveness of Bid" given in this tender document;

5. Examination of the Tender Document

The bidder/Tenderer is expected to examine the Tender Document, including all terms and conditions.

6. Amendment of the Tender Document

- 6.1. The Purchase Committee of Thal University Bhakkar at any stage prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 6.2. The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers/Bidders.
- 6.3. The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

7. **Bid Currency**

Bidder should quote price in **Pak Rupees only** and payments shall also be made in Pakistan Rupees only.

8. **Validity Period of the Bid**

- 8.1. Validity period of the bids shall be **180 days**.
- 8.2. In exceptional circumstances, Thal University Bhakkar may ask the Bidders for an extension of the period of validity. The request and the responses shall be made in writing. A bidder accepting the request will not be required nor permitted to modify its tender.

9. **Bid Security**

- 9.1. Bidder will submit Bid Security drawn in the name of **Thal University Bhakkar** detail given below:

Item Name	Budgetary Amount	Amount of Bid Security
Purchase of Transport Material (BUS Tyres)	Rs. 12,00,000/-	Rs. 60,000/-

- 9.2. Cheque or Cross Cheque shall not be accepted at all.
- 9.3. The amount submitted as Bid Security shall be refunded to the unsuccessful bidders after the decision for the award of the said tender.
- 9.4. The Bid Security of Successful Bidder(s) may be converted as part of the Performance Guarantee for successful execution of the work.
- 9.5. Subject to the award of contract, the Bid Security in form of CDR, Demand Draft, Pay Order shall be returned to successful bidder against submission of Performance Guarantee
- 9.6. If the Bid Security is found less than the required amount then the bid will be rejected irrespective of the rates and the stage of the bid process.
- 9.7. The Bid Security may be forfeited if a Bidder:
 - a) Refuses to accept Letter of Acceptance of the Bid; or
 - b) Fails to furnish Performance Security.

10. **Bid Preparation and Submission**

- 10.1. The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Drawings, Documents, Brochures, Literature, etc. which shall be completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, photocopies may be attested.
- 10.2. The Bids/Tenders should be submitted in two parts (1) **Technical Proposal** and (2) **Financial Proposal**. The Technical Proposal and Financial Proposal shall be submitted in separate covers.
- 10.3. **Technical Proposal**

The Technical Proposal will enable the Purchase/Technical Committee to evaluate whether the bidder is technically competent and capable of executing the order and the specifications offered by the bidder meet the ones given in the Tender/Bid Documents. Only those bids which qualify in the technical stage will be eligible for the Financial

Proposal opening. The Financial Proposals of bidders who failed in the Technical stage will not be opened.

- 10.4. The Technical Proposal form as given in the Bid/Tender Document shall be filled, signed and stamped in all pages. The Purchase Committee will not be responsible for the errors committed in the bids by the bidders.
- 10.5. The Technical Proposal should not strictly contain any Price/Cost indications as such otherwise the bids will be summarily rejected.
- 10.6. The Bidder should quote only one brand/model/make of each item.
- 10.7. **Detail and Order of Documents to be furnished with the technical proposal (Envelope A):**

The documents attached with the Technical Bid must be signed and stamped by the Authorized Representative of the Bidder. The documents attached must be numbered and attached in the following order:

- 10.7.1. Covering letter (*Annexure-A*) duly signed and stamped by authorized representative.
- 10.7.2. Copy of Income Tax Registration Certificate (*Annexure-B*).
- 10.7.3. Copy of Sales Tax Registration Certificate (*Annexure-C*).
- 10.7.4. Detailed specification of items (*Annexure-D*).
- 10.7.5. Affidavit/Undertaking on Stamp Paper (*Annexure-E*).

11. Financial Proposal

- 11.1. The Financial Proposal of the bidder shall also include the price break up of taxes/duties. All taxes/duties as applicable shall be responsibility of the bidders.
- 11.2. The cost quoted by the bidder shall be kept firm and unchanged for a period specified in the Bid/Tender Documents from the date of opening of the bids. The bidder shall keep the price firm/unchanged during the period of Contract including during the period of extension of time if any.
- 11.3. The quoted price will be inclusive of all taxes, duties, levies, insurance, freight (transportation charges), etc.
- 11.4. The Bid is liable for rejection if Financial Proposal contains conditional offer.
- 11.5. **Details to be furnished with financial proposal (Envelope B)**
 - 11.5.1. Financial Proposal Covering Letter (**Annexure G**).
 - 11.5.2. Financial Proposal Form duly filled, signed and stamped by the Bidder (**Annexure H**).
 - 11.5.3. Bid Security of **Rs. 60,000/-**
- 11.6. **Sealing the Bid**
 - 11.6.1. The Technical Proposal shall be placed in a separate cover (**Envelope-A**) and sealed appropriately. The Technical Proposal cover shall be marked as “**Technical Proposal for Purchase of Transport Material (BUS Tyres)**” – Bid Ref.: due on: ___The “FROM” address and “TO” address shall be written without fail.
 - 11.6.2. The Financial Proposal (**Envelope-B**) shall contain rates of item quoted by the bidder. The Financial Proposal cover shall be marked as “**Financial Proposal for Purchase of Transport Material (BUS Tyres)**” – Bid Ref.:

due on: _____ The “FROM” address and “TO” address shall be written without fail.

- 11.6.3. Out Cover:** The Technical Proposal cover (Envelope-A) and Financial Proposal cover (Envelope B) shall then be put in a single outer envelope and sealed. The outer cover shall be marked as “**Bid for Purchase of Transport Material (BUS Tyres)**” –Bid Ref.: due on_____. The “FROM” address and “TO” address shall be written without fail.

11.7. Mode of Submission of Bids

- 11.7.1.** The Bid should be addressed to “Convener Purchase Committee, Thal University Bhakkar, University Road Bhakkar”.
- 11.7.2.** The Bids received after Due Date and Time or Unsealed or incomplete or submitted by Fax or Email will be summarily rejected.

12. Modification/Withdrawal of the Tender

- 12.1.** The Bidder may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 12.2.** The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

13. Bid Opening

13.1. Technical Proposal Opening

The bid’s outer cover and Technical Proposal cover will be opened by the Central Purchase Committee of Thal University Bhakkar on the date and time as specified in the Tender Notice /Bid Data Sheet. The bids will be opened in the presence of the bidders who choose to be present. A maximum of two representatives for each bidder would be allowed to attend the Bid Opening.

13.2. Suppression of facts and misleading information

- 13.2.1.** During the bid evaluation, if any suppression or misrepresentation of information is brought to the notice of the Central Purchase Committee, the Committee shall have the right to reject the Bid and if it happens so after selection of the Bidder, the Central Purchase Committee may terminate the Contract or award of the Contract or further processing of the Bid as the case may be and that will be without any compensation to the Bidder and the Bid Security/Performance Guarantee, as the case may be, shall be forfeited.
- 13.2.2.** It is the Bidder’s responsibility to prove the Bidder’s requisite qualification, experience and capacity to undertake the project to the entire satisfaction of the Central Purchase Committee failing which the Bid may be rejected.

14. Preliminary Examination

- 14.1.** The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the required documents have been furnished and properly signed, and whether the bids are generally in order.

- 14.2.** In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

15. Determination of Responsiveness of the Bid

- 15.1.** The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:
- 15.1.1.** meets eligibility criteria for the Bidder / the Goods / the Services;
 - 15.1.2.** meets all the mandatory requirements of the evaluation criteria;
 - 15.1.3.** meets the Technical Specifications for the Goods / the Services;
 - 15.1.4.** meets the delivery period / point for the Goods / the Services;
 - 15.1.5.** is accompanied by the required Bid Security;
 - 15.1.6.** is otherwise complete and generally in order;
 - 15.1.7.** Conforms to all terms and conditions of the Tender Document, without material deviation or reservation;
 - 15.1.8.** which offers one Brand/Model/Make for each item (which does not contain any option);
- 15.2.** A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Bidder's obligations under the Contract.
- 15.3.** The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

16. Technical Evaluation Criteria

Under PPRa Rules # 31, Technical Bids will be evaluated on the basis of following criteria and Financial Bids of only those bidders will be opened who have fulfilled the criteria:

Qualification Criteria			Requirement
Sales Tax Registration Certificate			Mandatory
Income Tax Registration Certificate			Mandatory
Professional Tax Certificate (2023-24)			Mandatory
Conformance to the required specification of items given in Schedule of Requirement			Mandatory
Affidavit /Bidder's Undertaking on judicial stamp paper that the firm/company is not involved in any fraudulent practices and is not currently black listed			Mandatory
Bid Evaluation Criteria			
S. No.	Item Name and Description	Marks	Maximum Marks
1	Past Performance of the Bidder	--	05

1.1	1 – 3 year experience	1	--
1.2	4 - 8 year experience	2	--
1.3	9 - 15 year experience	3	--
1.4	Above 15	5	--
2	Relevant Experience	--	05
2.1	1 - 5 year experience	2	--
2.2	6 - 10 year experience	3	--
2.3	11 & above year experience	5	--
3	Financial Position/ Status	--	10
3.1	Last sales tax paid Form	4	--
3.2	Bank Certificate (satisfactory)	2	--
3.3	Statement Worth (Min 3 million)	4	--
4	Technical Evaluation of quoted items	--	80
4.1	Specifications as per Schedule Requirements	40	
4.2	Two relevant supply orders of delivered items	25	
4.3	Delivery schedule as per need	5	
4.4	List of clients / where such items delivered	10	
TOTAL		--	100

The bidder must provide Verifiable documentary proof against all the mandatory requirement along with the Technical Proposal and no document will be received or considered after opening of the Technical Proposal. Demonstration (If necessary) will be held for confirmation of specifications of the quoted item/model. The Qualifying marks are sixty five (65).

Conformance to the required specification of items given in Schedule of Requirement will be evaluated by the Evaluation Committee/Technical Committee. The Evaluation Committee or Technical Evaluation Committee may ask for physical Demonstration or samples of any item given in the Tender Document for confirmation of specifications if needed.

17. Financial Proposal Evaluation

- 17.1. Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives against shall be allowed to take part in the Financial Proposal(s) opening against their relevant Lot(s) or items.
- 17.2. Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- 17.3. Financial proposal will be evaluated on the basis of One person One Bid in terms of Rule 36A (PPRA Rules 2014). No serial # or item name will be changed in the financial proposal. The bidder will quote per unit rate with GST and Total amount with GST as per given serial number/item name in the bidding documents. The bidder will follow the bidding documents in letter and spirit.

18. Rejection and Acceptance of the Tender/Bid

- 18.1. The Purchaser shall have the right, to increase / decrease the quantity of any or all item(s), under PPRA Rules 2014 without any change in unit prices or other terms and conditions, accept a Tender, reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.
- 18.2. **The Tender / bid shall be rejected if:**
 - 18.2.1. It is substantially non-responsive; or
 - 18.2.2. The bidder does not meet any of the mandatory criteria mentioned in Clause No. 15; or
 - 18.2.3. It does not contain the documentary proof against any of the mandatory criteria mentioned in Clause No. 15; or
 - 18.2.4. **The bid is incomplete, conditional, alternative, late; or**
 - 18.2.5. the bidder does not attach Bid Security in Shape of Demand Draft, Pay Order, CDR; or
 - 18.2.6. the bid security is not attached or it is less than the required amount; or
 - 18.2.7. the Bidder submits more than one Bids against one Tender; or
 - 18.2.8. the Bidder tries to influence the Purchase Committee / Contract award; or
 - 18.2.9. the Bidder engages in corrupt or fraudulent practices in competing for the Contract award; or
 - 18.2.10. there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or

- 18.2.11. the Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

19. Contacting the Procuring Agency

- 19.1. No Bidder shall contact the Central Purchase Committee or Evaluation Committee of TUB on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 19.2. Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will disqualify the bidder and rejection of the bid. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

20. Announcement of Evaluation Report

- 20.1 The Procuring Agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of Contract. The report shall be made available on PPRA website and all the bidders shall be informed of this.

21. Award of Contract

- 21.1. The Tender will be awarded to the Lowest Evaluated Bidders as lot or item wise who have been declared Technically Qualified.

22. Letter Of Acceptance (LOA)

After acceptance of the Bids, Letter of Acceptance (LOA) will be issued only to the Successful Bidder(s).

23. Payment of Performance Guarantee (PG)

- 23.1. The Successful Bidder(s) will be required to remit the Performance Guarantee equivalent to 10% of the value of the contract price. The PG should be paid by way of Cash Deposit Receipt (CDR), Pay Order, Demand Draft, Bank Guarantee with at least one year validity in terms of PPRA Rules in favor of “Thal University Bhakkar, Bhakkar” as unconditional Guarantee.
- 23.2. The Performance Guarantee will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Bid Documents or if the Bidder(s) fails to sign the contract or complete the contractual obligations.

24. Refund of Bid Security (BS)

The Bid Security (BS) of the Successful Bidder may be adjusted towards Performance Guarantee payable by the firm. If the successful Bidder(s) submits Performance Guarantee for the stipulated value in full by way of Cash Deposit Receipt (CDR), Bank Draft or Bank

Guarantee or Pay Order the BS will be refunded. The BS of the unsuccessful Bidder will be refunded on the written request of the Bidder. The Bid Security of the successful bidder shall be released upon his request provided the bidder submits the Performance Guarantee in the shape of Cash Deposit Receipt (CDR), or Bank Guarantee, Bank Draft or Pay Order.

25. Issuance of Supply Order or Signing the Contract

- 25.1. The procuring agency shall issue Supply Order or sign a Contract with the Successful bidder who has submitted the Performance Guarantee.
- 25.2. The Successful Bidder will provide the **stamp paper of 0.25% of total order value** for issuance of Supply Order or Signing the Contract.
- 25.3. The procuring agency may increase or decrease quantity in supply order subject to provision of budget in the relevant head in terms of PPRA Rules.

26. Redressal of grievances by the procuring agency

- 26.1. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than 10 days after the announcement of the bid evaluation report.
- 26.2. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 26.3. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 26.4. Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

General Conditions of Contract / Supply Order

27. Delivery of Items

- 27.1. The Supplier will be responsible for **delivery of Items** of Purchase of Transport Material (BUS Tyres) and in case of items which requires installation; the Bidder will be responsible for installation of items at TUB, University Road, Bhakkar.
- 27.2. Delivery Period will be **thirty (30) days** counted *after issuance of purchase order* extendable under the special circumstances subject to approval of competent authority if satisfy.
- 27.3. After delivery of items, the Bidder must get the items inspected at TUB, University Road, Bhakkar.
- 27.4. The supplier will bear all costs associated with the preparation, delivery and installation of the Items and the Purchaser will in no case be responsible or liable for those costs. The supplier will make such arrangements to ensure safe delivery of goods. Any damage sustained during transportation / delivery will be rectified by the supplier at his cost.
- 27.5. The procuring agency may increase or decrease quantity in supply order subject to provision of budget in the relevant head.

28. Liquidated Damages

- 28.1. When the supplier fails to deliver or install the goods or both within the time period specified in the contract, the Purchase Committee may, without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated

damages, a sum equivalent to 0.025% of the price of the delayed goods per day of delay, maximum up to 5% of the price of total value of the contract.

- 28.2. The Successful Bidder will be responsible to provide the delivery, Delivery Challan and Bill within the delivery period in order to avoid Late Delivery Charges.

29. Inspection and Tests

- 29.1. The Inspection Committee of TUB shall inspect and test the Goods supplied, the Services provided, under the Contract/Supply Order, to verify their conformity to the Technical Specifications.
- 29.2. Inspection will be done at Thal University Bhakkar.
- 29.3. Inspection or physical Committee may verify the authenticity of items.
- 29.4. After the inspection or test if the Inspection Committee is of the opinion that items do not conform to the specification and the criteria mentioned above, the Inspection Committee may reject them, and the supplier shall either replace the rejected goods or make all alterations necessary to meet the requirements of the specifications free of cost to Thal University Bhakkar.

30. Release of Performance Guarantee (PG)

The Performance Guarantee will be refunded/released to the Successful Bidder(s) after completion of all procurement process including inspection/physical verifications.

31. Contract Amendment

- 31.1. The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods / the Services / the Works, in whole or in part.
- 31.2. No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

32. Termination for Default

The Purchase Committee of TUB may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part if:

- 32.1. the bidder fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- 32.2. the successful bidder fails to deliver goods and services as per its technical specifications offered in the bid
- 32.3. the successful bidder fails to perform any other obligation(s) under the Contract.
- 32.4. the bidder, in the judgment of the Purchase Committee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

33. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of

Acceptance or during the execution of the contract / Letter of Acceptance, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per mechanism provided in Punjab Procurement Rules, 2014.

34. Force Majeure

Majeure means an act of nature or a situation 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 ore sight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or evolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions, bans and freight embargoes. If a Force Majeure situation arises, the Suppliers Hall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the Evaluation Committee of TUB, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue toper form 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.

35. Termination for Insolvency

The Procuring Agency may at any time terminate the Contract by giving written notice of 30 days' time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

36. Forfeiture of Performance Security

- 36.1.** If the Contractor 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 / Letter of Acceptance, the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.
- 36.2.** Failure to supply required items/services within the specified time period will invoke penalty as recommended by the evaluation committee.

37. Payment

- 37.1.** 100% payment will be made after withholding applicable taxes by TUB to the Successful Bidder after delivery and installation of goods and on receipt of the following documents:
- i. Triplicate Original Delivery Challan.
 - ii. Triplicate Original Bill/Invoice.
 - iii. Triplicate General Sales Tax Invoice

38. Warranty

- 38.1.** Warranty of Equipment, Apparatus and instrument shall be one year.
- 38.2.** The Supplier shall confirm that the goods supplied under this contract are new and unused. The Supplier shall further warrant that all goods supplied under this contract shall have no defect arising from design materials or workmanship or from any act or omission of the supplier that may arise under the normal use of the supplied goods in the conditions prevailing in the University.
- 38.3.** The Purchase Committee shall notify the supplier in writing of any claim arising under the warranty. Upon receipt of such notice, the supplier shall repair or replace the defective goods or parts within **15 days**, inclusive of, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from the port of entry to the final destination and their installation.

39. Specifications and Schedule of Requirement

Specification Maxxis 1020 tyre (Quantity 12)

Descriptions	Specifications
Rim Size	20
Size	10.00R20
Service Description	150/146K
SideWall Name	BSW
Overall Diameter	41.3
Section Width	10.9
MaxPSI	115
Max Load [Ibs]	6780/6005
Approved Rim Width [in]	7.5
Ply Rating	16
P/C/LT	C
Radial/Bias	RADIAL
Tread Depth	20/32

Financial Proposal/Technical Proposal will be evaluated on the basis of One person One Bid in terms of Rule 36A (PPRA Rules 2014). No serial # or item name will be changed in the financial proposal. The bidder will quote per unit rate with GST and Total amount with GST as per given serial number/item name in the bidding documents and final contract will be awarded as per lot wise to the lowest bidder after completion of codal formalities. The bidder will follow the bidding documents in letter and spirit.

Annexure- A Technical Proposal Covering Letter

To

**Convener Purchase
Committee, Thal University
Bhakkar, Bhakkar.**

Dear Sir,

We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes. We have attached the **Technical Bid Form, Check List, Detailed Specifications** and the required **supporting documents** along with our Technical Bid.

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory Name of Firm Address

Annexure- B Check List

The bidder must attach this list along with the Bid

1.1. Packing of the Bid

S#	Description	YES/NO
1	Whether the Bid is submitted in Two Envelopes	
2	Technical Proposal	<i>Envelope A</i>
3	Financial Proposal	<i>Envelope B</i>
4	Whether both Technical and Financial Proposals are put into another Outer Envelope.	

1.2. SUBMISSION AND ARRANGEMENT OF SUPPORTING DOCUMENTS

The Bidder must provide all the Supporting Documents, number all the pages of supporting documents, provide the page information and arrange the documents in the following order:

Envelope A: Enclosures of Technical Proposal		Attached YES/NO	Page#
1	Covering Letter		
2	Copy of Income Tax Registration Certificate		
3	Copy of Sales Tax Registration Certificate and Copy of Professional Tax		
4	Affidavit/Undertaking on the Stamp Paper		
5	Specifications of quoted items on the Letter Head of the bidder		
6	Two Supply Orders for supply of relevant items received in the past		
7	The specified catalogues / brochures of items quoted by the bidder		
Note: All the above documents and any other supporting document must be numbered and page number must be mentioned in the column specified for the purpose.			
Total Number of pages attached with the Technical Bid		_____ Pages	
8	Tender Document duly signed and stamped each page by the bidder must be attached at the end of the Technical Bid but numbering is not required for this document.		

Envelope B: Enclosures of Financial Proposal		Attached YES/No	Page #
1	Financial Proposal Form duly filled, signed and stamped by the bidder		
2	Price Schedule Form duly filled, signed and stamped by the bidder		
3	Bid Security in shape of Bank Draft, Pay Order or CDR.		

Annexure- C Bid Form

A) Profile of the Bidder:

S#	Particulars	BIDDER
1	Name of the Company	
<u>2</u>	Year of Incorporation	
3	Registered Office	
	Address	
	Office Telephone Number	
	Fax Number	
4	Contact Person	
	Name of Authorized Representative	
	Personal Telephone Number	
	Email Address	
5	Registration Detail	
	NTN Registration Number	
	GST Registration Number	

B) Bid Security (Please do not mention amount of CDR)

<u>S#</u>	Particulars	Please Furnish Details
1	Name of the Bank	
2	Instrument Number and Date	

Annexure- D Affidavit / Bidder's Undertaking on the Stamp Paper

Ref: **Tender No. 10/2024 (Purchase of Transport Material (BUS Tyres)**

1. We have examined the Tender/Bid Document and we undertake to meet the requirements regarding supply of Items, warranty and services as required and are prescribed in the Tender Document.
2. It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with.
3. We have read the provisions of Tender/Bid Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We agree to unconditionally accept all the terms and conditions set out in the Tender/Bid Document
5. We undertake, if our Bid is accepted, to supply the items within the delivery period mentioned in the Tender Document.
6. We understand that no document regarding evaluation criteria will be accepted after opening of the Technical Bids and we are bound to provide all the documentary proofs regarding evaluation criteria or any other supporting document at the time of opening of Technical Bids.
7. We agree that the Purchase Committee of Thal University Bhakkar is not bound to accept the lowest or any of the bids received. We also agree that the Purchase Committee reserves the right in absolute sense to reject all the products/ services specified in the Bid Response without assigning any reason whatsoever under PPRA Rules 2014.
8. We also declare that our Company/Organization is not blacklisted by any of the Federal or Provincial Government in Pakistan.

[Name and Signatures of authorized Person along with stamp]

Annexure- E Financial Proposal Form
(to be attached with Financial Proposal)

To

**Convener Purchase
Committee, Thal University**
Bhakkar, Bhakkar.

Dear Sir,

With Reference to your Tender No.10/2024 of **PURCHASE OF TRANSPORT MATERIAL (BUS TYRES)**; Please find attached our Financial Proposal for the sum of Rs. (insert amount in words and figures). This amount is inclusive of all taxes.

We have attached the Bid Security of amount Rs. 60,000/- (Sixty Thousand Rupees Only) having CDR, Demand Draft, Pay Order No. along with Financial Bid.

Yours sincerely,
Authorized Signature

Annexure- F Price Schedule

(Please attach this page along with Financial Bid or quote rates on the Letter Head of the Bidder)

PURCHASE OF TRANSPORT MATERIAL (BUS TYRES)

Sr. No.	Item Name	Specification	Unit	Qty.	Unit Price with GST (Rs.)	Total Amount with GST (Rs.)
1	Transport Material (BUS Tyres)		Each	12		
	Rim Size	20				
	Size	10.00R20				
	Service Description	150/146K				
	Side Wall Name	BSW				
	Overall Diameter	41.3				
	Section Width	10.9				
	Max PSI	115				
	Max Load [Ibs]	6780/6005				
	Approved Rim Width [in]	7.5				
	Ply Rating	16				
	P/C/LT	C				
	Radial/Bias	RADIAL				
	Tread Depth	20/32				

Annexure- G Contract Agreement Form

THIS AGREEMENT made the *[day]* day of *[month]* *[year]* between *[Thal University Bhakkar]* (hereinafter called “the University”) of the one part and *[name and address of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the University invited Tender for certain goods and related services, viz, *[brief description of goods and related services]* and has accepted a Tender by the Supplier (Supply of Transport Material (BUS Tyres)) for the supply of those goods and related services in the sum of Rs. *[Contract Price in figures and in words]* (hereinafter called “the Contract Price”).

NOW THEREFORE the parties hereby agree as follow:

- 1- The following documents attached shall be deemed to form and integral part of this Contract:
 - i- Tender/Bid Document
 - ii- Letter of Acceptance
 - iii- Performance Guarantee equal to 10% of Contract Price in shape of CDR, Demand Draft or Pay Order.
- 2- The Terms and Conditions of Supply Order/Contract given in the Tender/Bid Document will be applicable.
- 3- The mutual rights and obligations of the University and the Supplier will be preserved in the light of the Terms and Conditions mentioned in the Tender /Bid Document.

IN WITNESS whereof the parties have caused this Contract to be executed in accordance with the laws of Pakistan on the day, month and year written above.

For Thal University Bhakkar

For the Supplier:

Signature

Print Name

Title