

MOHMAND DAM CONSULTANTS GROUP (MDCG)

INVITATION FOR BIDS

**PROCUREMENT
OF AIR CONDITIONERS**

JULY, 2023

**NESPAK - MOHMAND DAM CONSULTANTS GROUP (MDCG)
38 N, Model Town Extension, Lahore
TELEPHONE: +92-42-35168958, 35218089**

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INVITATION FOR BIDS

Date: _____
Bid Reference No.: _____

NESPAK-led Mohmand Dam Consultants Group (MDCG), invites sealed bids from eligible Bidders/Firms/Supplier/Manufacturers having valid registration with FBR for Income Tax and relevant Provincial Sales Tax Authority for the **Supply of Air Conditioners (1.0 Ton Tripple Inverter) for the MDCG site office at Mohmand Dam Hydropower Project near Munda Head Works Mohmand Agency, KPK.** The bidder should be an active taxpayer on ATL of FBR.

A complete set of Bidding Documents may be downloaded by interested eligible bidders from the Purchaser's website (www.nespak.com.pk) or PPRA Website (www.ppra.org.pk). Bidding Documents Fee of Rs. 1000 /- (Rupees One Thousand only) may please be deposited to National Bank of Pakistan in favor of Mohmand Dam Consultants Group A/C No. 2132003311833307, Islamic Banking Branch, Gulberg Main Boulevard, Siddique Trade Centre, Lahore. Deposit receipt may please be sent to Secretary Procurement Committee MDCG.

Sealed Bids (financial proposals along with technical documents) from eligible bidders / firms must be delivered to the **office of Secretary Procurement Committee (MDCG), 38-N, Model Town Extension, Lahore Pakistan** at or before **10:00 hours, on July 12, 2023 (Wednesday).**

1. All bids must be accompanied by a Bid Security / Earnest Money (Refundable) 1% of the Bid Price in the form of Pay Order / CDR / Bank Draft in the name of MDCG.
2. Bids will be opened at 11:00 hours on the same day (i.e 12 July 2023) in the presence of bidders' representatives who choose to attend, at the same address.
3. NESPAK-MDCG reserves the right to accept or reject any / all bids according to provisions of PPRA Rules.

Secretary Procurement Committee
Mohmand Dam Consultants Group
(MDCG)
38-N, Model Town Extension, Lahore.

Ph. No.: +92 42 35218089 (Ext. 108)
Email: afzal27@hotmail.com

**INSTRUCTIONS
TO BIDDERS
&
BIDDING DOCUMENTS**

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INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 The NESPAK-led Mohmand Dam Consultants Group (MDCG) (hereinafter called “the Purchaser”) wishes to receive Bids for the Works as mentioned in Sub-Clause 1.2 (hereinafter referred to as “the Works”).
- 1.2 Supply of Air Conditioners (1.0 Ton Trippler Inverter) as per the requirements of Purchaser.

Bidders must quote for the complete scope of work for individual category(ies). Purchaser reserves the right to reject any Bid covering the partial scope of work as non-responsive.

IB.2 Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
 - a) duly registered for Income Tax with the Federal Board of Revenue having a valid NTN number.
 - b) duly registered with the relevant Provincial Sales Tax Authority.
 - c). The bidder should be an active taxpayer on ATL of FBR and relevant provincial sales tax authority.

IB.3 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.5.3.
 1. Instructions to Bidders & Bidding Data
 2. Form of Bid & Schedules to Bid

Schedules to Bid comprise the following:

- (i) Schedule A: Schedule of Prices
- (ii) Schedule B: Technical Documents

IB.5 Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Purchaser at the following address :

Mohmand Dam Consultants Group (MDCG)
38-N, Model Town Extension,
Lahore – Pakistan.
Ph. No.: +92 42 35218089 (Ext. 108)

5.2 The Purchaser will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Purchaser's response will be forwarded to all prospective bidders, at least five (5) days prior to the deadline for submission of Bids, who have received the Bidding Documents including a description of the inquiry but without identifying its source.

5.3 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing an addendum which will be considered an integral part of the Bidding Documents.

C. PREPARATION OF BIDS

IB.6 Documents Comprising the Bid

6.1 The bid prepared by the bidder shall comprise the following components:

- (a) Covering Letter
- (b) Form of Bid duly filled, signed, and sealed.
- (c) Schedules to Bid duly filled and initialed, in accordance with the instructions contained therein.
- (d) Bid Security furnished in accordance with Clause IB.8.

IB.7 Bid Prices, Currency of Bid and Payment

7.1 The prices in the Schedule of Prices shall be quoted by the Bidder entirely in Pak Rupees. The payment shall also be made in Pak Rupees. The Bid Price shall be quoted inclusive of all prevailing duties and taxes such as income tax, GST, etc.

7.2 Payment shall be made through crossed cheque within thirty (30) days after submission of invoice upon delivery, inspection, installation/commissioning of specific

Items/Goods up to the satisfaction of the Purchaser at Site Office Tangi, Mohmand Agency, KPK, as per unit rates quoted in respective Schedule of Prices.

- 7.3 No payment shall be made in advance.
- 7.4 Payment shall be made after deduction of applicable taxes (Income Tax, GST etc.) at source, as per applicable Government Rules/Instructions/Notification, and as amended from time to time.
- 7.5 The prices quoted by the Bidder shall remain firm and fixed during the time specified under Schedule-C to Bid.

IB.8 Bid Security

- 8.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount equal to 1% of his Bid Amount in Pak. Rupees in the form of Pay Order / CDR / Bank Draft in favor of the Purchaser.
- 8.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser as non-responsive.
- 8.3 The bid securities of unsuccessful bidders will be returned upon award of the contract to the successful bidder.
- 8.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.15, and signed the Contract Agreement, pursuant to Sub-Clauses IB.14.2 & 14.3.
- 8.5 The Bid Security may be forfeited:
 - (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 11.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.15, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.15.2 & 15.3.

IB.9 Validity of Bids, Format, Signing, and Submission of Bid

- 9.1 Bids shall remain valid for the period of sixty (60) days after the date of bid opening.
- 9.2 All Schedules to Bid are to be properly completed and signed.

- 9.3 The Bid shall be delivered in person or sent by registered mail at the address to Purchaser as given in IB5.1.

D. SUBMISSION OF BID

IB.10 Deadline for Submission, Modification & Withdrawal of Bids

- 10.1 Bids must be received by the Purchaser at the address provided in IB5.1 not later than 10:00 hours on July 12, 2023.
- 10.2 Bids submitted through telegraph, telex, fax, or e-mail shall not be considered.
- 10.3 Any bid received by the Purchaser after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 10.4 Any bidder may withdraw his bid after bid submission provided that the written notice of withdrawal is received by the Purchaser prior to the deadline for submission of bids.
- 10.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.8.5(a).

E. BID OPENING AND EVALUATION

IB.11 Bid Opening, Clarification, and Evaluation

- 11.1 The Purchaser will open the bids, in the presence of bidders' representatives who choose to attend, at 1100 hours on July 12, 2023, at the address stipulated in IB5.1.
- 11.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Purchaser at its discretion may consider appropriate, will be announced by the Purchaser at the bid opening. The Purchaser will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of the bid.

- 11.3 To assist in the examination, evaluation, and comparison of Bids the Purchaser may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 11.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.11.7 to 11.8, the Purchaser will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding

Documents without material deviations. It will include to determine the requirements listed as below:

- (i) the Bid is valid till the required period,
- (ii) the Bid prices are firm during the currency of the contract
- (iii) the Bidder is eligible to Bid under IB.2 and possesses the requisite experience, capability, and qualification as per Schedule B.
- (iv) the Bid does not deviate from basic technical requirements and
- (vi) the Bids are generally in order, etc.

(b) Arithmetical errors will 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 there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of a Bid and the total shown in the Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Purchaser in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of the Bid, his Bid will be rejected and his Bid Security forfeited.

11.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

11.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Purchaser, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

11.7 The Purchaser will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.11.4 to 11.6. Bids will be evaluated for the complete scope of work. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 11.8 herein below.

11.8 Evaluated Bid Price

In evaluating the bids, the Purchaser will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

IB.12 Process to be Confidential

- 12.1 Subject to Sub-Clause IB.11.3 heretofore, no bidder shall contact Purchaser on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Purchaser. The evaluation result shall be announced at least ten (10) days prior to the award of the Contract. The announcement to all bidders will include table(s) comprising read-out prices, discounted prices, final evaluated prices and recommendations against all the bids evaluated.
- 12.2 Any effort by a bidder to influence Purchaser in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, the mere fact of lodging a complaint shall not warrant suspension of the procurement process.

F. AWARD OF CONTRACT

IB.13. Award Criteria & Purchaser's Right

- 13.1 Subject to Sub-Clause IB.13.2, the Purchaser will award the Contract to the bidder whose bid has been determined to be the most advantageous bid being substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price for relevant categories under the Schedule-A, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions laid down in this document.
- 13.2 Notwithstanding Sub-Clause IB.13.1, the Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Purchaser action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.14 Notification of Award & Signing of Contract Agreement

- 14.1 Prior to the expiration of the period of bid validity prescribed by the Purchaser, the Purchaser will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 14.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Purchaser will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 14.3 The formal Agreement between the Purchaser and the successful bidder shall be executed within seven (7) days of the receipt of the Form of Contract Agreement by the successful bidder from the Purchaser.

IB.15 Performance Security

- 15.1 The successful bidder shall furnish to the Purchaser a Performance Security at the option of the Bidder in the form of Demand Draft / pay Order / CDR or bank Guarantee from a Scheduled bank in Pakistan for an amount equal to 5% of the Contract Price within a period of seven (07) days after the receipt of Letter of Acceptance.
- 15.2 The performance Security shall retained by the purchaser for atleast a period of one year beyond the date of completion of the work..
- 15.3 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.14.2 & 14.3 or 15.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

FORM OF BID AND SCHEDULES TO BID
FORM OF BID

(LETTER OF OFFER)

WORK: Sipply of Air Conditioners
Site Office Mohmand Dam Hydropower Project, Near Munda Head Works, Mohmand Agency, KPK

To:

NESPAK - MOHMAND DAM CONSULTANTS GROUP (MDCG)
38-N, Model Town Extension, Lahore

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of _____ and address _____ and being registered Tax Payers under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the following categories:
 - i) Category I Total Bid Price = Rs _____ (Rupees _____)

or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for the due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favor or made payable to you and valid for the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in these Documents.
5. We agree to abide by this Bid for the period of 60 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted, we are bound to execute the Performance Security referred to in the Conditions of the Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 2023

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Technical Documents
- Schedule C to Bid: Conditions of Contract

SCHEDULE – A TO BID

SCHEDULE OF PRICES

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1.	Schedule of Prices	
	(a) Summary of Bid Prices	17
	(b) Detailed Schedule of Prices	18 & 19

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs)
1.		

**SCHEDULE OF PRICES
AIR CONDITIONERS**

Item No.	Description	Quantity	Unit Rate(Rs) Exclusive of GST	GST	Total Amount (Rs)
1.	PEL/Haier/Orient or Equivalent (1.0 Ton) DC inverter (Heat & Cool) White Color Cooling Capacity 12000 to 13000 BTU Heating Capacity 13500 BTU DC Inverter Wall Mounted 10 Years Compressor, 4 Years PCB, 01 Year other parts	45			
2.	Installation charges	Per A/C			
3.	Refrigerant Pipe with Insulation Rate may please be quoted per meter	Per Meter			
4.	Transportation charges	LS			
Total (to be carried to Summary of Bid Price)					

SCHEDULE - B TO BID

Technical Documents

- i. Duly filled-in, signed, and stamped Letter of Bid;
- ii. Proof of registration with the Federal Board of Revenue for Income Tax / NTN Certificate;
- iii. Proof of registration with relevant provincial sales tax authority/GST Certificate.
- iv. Proof of active taxpayer on ATL of FBR and relevant provincial sales tax authority at the time of submission of bids.
- v. An affidavit on stamp paper of Min. Rs. 50 duly attested by the Oath Commissioner certifying that “We have neither been blacklisted nor involved in any litigation/arbitration with any Government or Semi-Government Organization/Department.
- vi. Past 3-5 Years of working Experience (Copies of purchase/work orders/Agreements)
- vii. Financial Health (Audited Report or Bank Statement) and”
- viii. These Bidding Documents duly signed and stamped.

SCHEDULE – C TO BID

CONDITIONS OF CONTRACT

1. Quotation provided shall be marked with the prices inclusive of all taxes including transportation charges. General Sales tax shall be mentioned separately.
2. The Purchase order shall be issued independently to the lowest bidder of each item.
3. Procurement shall be made in compliance with PPRA rules 2004; award shall be made at least cost.
4. The supply order shall be awarded to successful bidders whose bid is the lowest. In case of a tie between competing parties, the tender opening committee of the department will again request the parties whose bid amount in the tender document was found same to further reduce their bid amount at the time of opening of tender, and the supply order shall be issued to the lowest bidder among these parties.
5. The supply of said items shall be made within two weeks upon issuance of the purchase order
6. The damaged or unapproved goods or any item, which is misrepresented, shall be returned to the bidder and cost and incidental expenditure thereupon shall be recovered from the bidder.
7. The competent Authority reserves the right to reject any or all the bids in accordance with Rule 33 of Public Procurement Rule 2004.
8. The Competent authority reserves the right to increase/decrease quantities of each item.
9. No advance payment will be made by NESPAK-MDCG. Payment will be released on receipt of the bill within four weeks and the supply of approved stock as per the purchase order.
10. The successful tenderer will be responsible to provide a performance warranty of 5% of the bid value.
11. Repeat order will be placed within 3 months of the tender opening date
12. All quoted items should have a comprehensive manufacturer local guarantee or warranty.
13. In case a better/higher model is available in the market in this period at the same price the supplier shall supply it.
14. Firm who claim tax exemption should attach their exemption certificate from FBR or any notification copy regarding the specific supply and all import documents in case of imported items whose tax is paid at the time of import.

This tender is available on PPRA and NESPAK (www.ppra.org.pk & www.nespak.com.pk) websites. The Tender documents are available at the NESPAK-MDCG office located at 38 N, Model Town Extension, Lahore.