



COMSATS Institute of Information Technology  
Lahore Campus, Defence Road, Off Raiwind Road, Lahore

Tender No. CIIT-TN-13-15-586  
Case # 1511

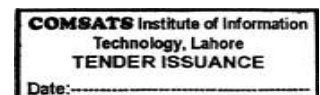
**TERMS AND CONDITIONS**

**[All pages (BoQs & Terms & Conditions) are mandatory to be signed / stamped, failing which the bid may be rejected.]**

**General Terms & Conditions**

1. *Any addition, deletion or modification of any clause of the procurement terms & conditions of CIIT by any vendor will not be acceptable and may lead to rejection of the bid.*
2. Documents along with Pay Order / Demand Draft amounting to **Rs. 500/-** as a tender documents fee (Non-Refundable) shall be submitted in favor of COMSATS Institute of Information Technology, Lahore to the address given below. No bid will be accepted without tender documents' fee
3. Part / Advance payments is not allowed.
4. After opening of bids, COMSATS Institute of Information Technology, Lahore Campus will examine the bids for completeness as per tender document.
5. The bid should be submitted in a sealed envelope up to **September 07, 2015** on or before **1400 hrs** and will be opened on the same date **at 1430 hrs** in the presence of available bidders.
6. The envelope shall bear the word "CONFIDENTIAL" and "**High Speed Diesel for Generators**".
7. **If the vendor fails to deliver the goods / services to CIIT-Lahore in time then the penalty will be charged as under:-**
  - a. 1% per day of the invoice price for 5 working days.
  - b. 2% per day of the invoice price for further 5 working days.
  - c. If the vendor fails to deliver the goods / services during the extended period then the purchase / work order may be cancelled, earnest money and payment may be forfeited.
8. If the delivered goods / services are not according to the required quality standards / specifications, the same shall be liable to be rejected after inspection. The vendor would be required to supply as per requirements mentioned in our BoQs, otherwise the purchase / work order will be cancelled after due date with confiscation of earnest money.
9. All prices should be quoted on F.O.R (Pak Rupees).
10. It is the sole responsibility of the agent / supplier / manufacturer to comply with the applicable laws, be national or international.
11. In case of any dispute, decision of the Director, CIIT will be final and binding upon the parties.
12. **The bidder is required to furnish in form of Bank deposit / CDR / Pay order Rs. 25,000/- as Earnest Money crossed in favor of "COMSATS Institute of Information Technology, Lahore Campus". Any bid not accompanied by Earnest Money shall be rejected without any right of appeal.**
13. COMSATS Institute of Information Technology, Lahore Campus reserves the rights to accept or reject the bid if;

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- i. Received without earnest money
- ii. Received later than the date and time fixed for tender submission
- iii. The tender is unsigned/ unstamped
- iv. The offer is ambiguous
- v. The offer is conditional
- vi. Offer is made by the unauthorized agent/ supplier of the original equipment manufacturer.
- vii. The offer is from a firm, which is black listed by any Govt. Office.
- viii. The offer is received by telephone/telex/fax/telegram.
- ix. Any unsigned / ambiguous erasing, cutting / overwriting etc. is made.

14. The bidder should furnish a certificate as worded below in token of acceptance of all the terms and conditions of the tender. Otherwise the tender will not be considered under any circumstances.

15. I / We

- **Company / Vendor Name:**.....
- **Postal Address:**.....
- **Tel. / Mobile:**.....**Email:**.....
- **NTN # :**.....**GST#:**.....
- The undersigned certify that the terms and conditions as contained in the documents vise, “ Terms and Conditions for Tender Notice of COMSATS Institute of Information Technology, Lahore are accepted and that in the event of selection of my/our rate the agreement in the prescribed form will be entered into.

**BoQs of High Speed Diesel for Generators, CIIT-Lahore**

Sr. #	Item Name & Specification	Qty.		Rate to be quoted Inclusive of all (applicable) Taxes
				Price Per Liter (Rs.)
1	High Speed Diesel	01	Liter	

- Please quote the rates on our BoQs, otherwise your bid / items may be rejected.

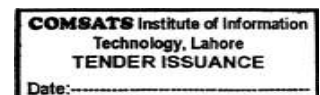
**Special Terms & Conditions**

1. Your bid proposal should be inclusive of freight charges and inclusive of all taxes and delivered at COMSATS Institute of Information Technology, Lahore Campus’s premises.

**2. Price & Quality of the High Speed Diesel**

CIIT invites bids for daily supply of High Speed Diesel (HSD) on the rates regulated by the Oil and Gas Regulatory Authority (OGRA) of Pakistan less any discount offered by the Service Provider, to be directly decanted in to the Generators installed at different locations/delivery points within the premises of the

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**institute situated at 1 Km Defence Road off Raiwind Road, Lahore. HSD supplied by the Service Provider shall conform to the specifications set out by the Pakistan Standards Institute (PSI) as attached at Annex A. The service provider, at any time on the request of CIIT shall arrange for Lab testing of a randomly drawn sample of HSD supplied.**

### **3. Allied Services Required**

The bidder shall also be responsible to provide following allied services required as integral part of this RFP within the per liter price of HSD supplied to the institute:

- 3.1. Provide daily fueling of diesel generators at a time as mutually agreed with the CIIT directly decanted into the generators installed at delivery point locations;
- 3.2. Arrange refueling of generators in a manner that during operational hours the need to refuel any or all of the generators does not arise;
- 3.3. Provide and cater for any kind of transportation needs for supply of diesel and/or human resource. The vehicles entered into the premises must be in good working condition. The Service Provider shall be responsible for the prompt removal of any vehicles broken down within the premises of the institute.
- 3.4. Perform control functions including, but not limited to, the following:
  - a) Guard against dispensing of impure or substandard HSD by performing basic quality testing using a Digital Testing Kit (for water and flash point tests) conducted at least twice in each month when directed by the CIIT.
  - b) Ensure accurate recording of fuel quantity supplied/decanted
  - c) Control and monitor spillage during decanting of Diesel
  - d) Recognize and respond to security threats or breaches
  - e) Maintain on-site as well as off-site record (e.g. log book) of all re-fueling activity (Generator readings, quantity delivered at each supply, flow meter reading etc.)
  - f) Employ or engage trained and skilled staff reasonably required to complete the duties of this RFP to the satisfaction of the CIIT.
  - g) Any additional service (s) to be offered may be mentioned in proposal.
- 3.5. Provide the list of Service Provider's personnel, along with their basic information, to the CIIT for security clearance and issuance of permit to enter the premises of the institute.**
- 3.6. Be responsible, at all times, for the conduct of its personnel and take prompt and strict disciplinary action against any conduct not in compliance with CIIT's rules, regulations and instructions issued from time to time.
- 3.7. Ensure presence of its authorized representative(s) at short but reasonable notice when so required by CIIT and respond to queries of CIIT in a timely manner.
- 3.8. Be responsible for the medical and accidental insurance of its staff, payment of all dues like Social Security, EOBI. CIIT shall not accept any responsibility of the designated personnel in the event of death, injury, disability or illness that may take place while performing/executing services required under the scope of this RFP. Any compensation or expenditure towards the treatment of such injury/disability or loss of life shall be the sole responsibility of the Service Provider.
- 3.9. Ensure that it does not engage or continue to engage any person having a criminal record/conviction or otherwise undesirable persons.
- 3.10. Be liable to the penalty for any loss incurred or suffered/any damage caused to movable or immovable property of the CIIT, on account of delayed, deficient or inadequate Services, or any actions adversely affecting performance of the Generators, or supply of substandard fuel, or

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interruption in the smooth operations of CIIT for reasons directly and solely attributable to the Service Provider.

- 3.11. Report immediately to the CIIT any kind of material incident including but not limited to spillage of fuel, fuel theft, damage to CIIT's property and provide photographs of the incident.
- 3.12. Make available adequate capacity Tank Lorries in good working condition and equipped with sealed digital dispensing units to smoothly undertake and perform the scope of work.**
- 3.13. In order to ensure accurate readings of decanted fuel, the Service Provider shall ensure timely calibration of the dispensing units installed on the delivery vehicles, through a recognized agency/firm. At the minimum, the calibration shall be conducted on a quarterly basis or earlier as may be needed. The calibration reports shall be submitted to the CIIT within one week of the end of the quarter.

#### **4. Payment Procedure**

The procedure for payments of Diesel Supplies to the Service Provider shall be as under:

- a) The Service Provider shall submit a GST invoice pertaining to supply of Diesel on a fortnightly basis. In case the Service Provider is a recognized petrol pump operator of an Oil Marketing Company (OMC), then the requirement of GST Invoice shall be waived. The price of Diesel shall be the Regulated Diesel price less any discount offered by the Service Provider (as mentioned in Technical Evaluation form).
- b) Payment of invoice shall be made within 7 days of receipt of the invoice, duly verified by the Works Department of CIIT, Lahore.
- c) All payments shall be subject to applicable tax laws, rules and regulations.
- d) The CIIT may withhold a Payment on account of defect(s)/short coming(s) in the services provided.
- e) Payment shall not be made in advance. The CIIT shall make payment for the Services provided, to the Service Provider, as per GoP policy, in Pak Rupees through crossed cheque.
- f) Payments shall be made against satisfactory delivery of services as per terms and conditions of the contract.

#### **5. Bidding Details (Instructions to bidders)**

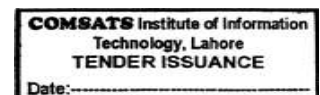
- 5.1. Sealed Bids shall be submitted at the following address before or on the closing date for submission of this RFP:

**Manager Purchase,**

COMSATS Institute of Information Technology,  
1 Km Defence Road, off Raiwind Road, Lahore  
Ph: 111 001 007 Ext: 875; Fax: 042 99203100

- 5.2. The envelopes must also clearly show the Bid title and Bidder's name and address. Failure to comply with this requirement may result in rejection of the Bid. Bids submitted after prescribed time shall not be entertained.
- 5.3. Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services will be entertained only if received in writing before the last date for submission of the bid.
- 5.4. Bidders are required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

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- 5.5. The CIIT will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- 5.6. The CIIT reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason thereof.

## **6. Contract type and duration**

A service level agreement for Fuel Supply services for an initial period of six (06) months, extendable for a mutually agreed length of time subject to satisfactory performance, shall be executed between CIIT and the Service Provider.

## **7. Bidder's Eligibility**

An eligible Bidder shall be one which qualifies all of the following:

- 7.1. has the financial capacity for carrying out the services required under this RFP;
- 4.2. is a Sales tax registered firm unless the Bidder is a petrol pump operator;
- 4.3. conforms to the clause No. 14 on 'Responsiveness of Bid' given in this RFP;
- 4.5. provides verifiable proof for all the above requirements

## **8. Tender Cost**

The Bidder shall bear all costs/expenses associated with the preparation and submission of the Tender(s) and CIIT shall in no case be responsible / liable for those costs/expenses.

## **9. Examination of the Tender Document**

The Bidder is expected to examine the Tender Document, including all instructions and terms and conditions.

## **10. Preparation / Submission of Tender**

- 10.1. The Tender and all documents relating to the Tender, exchanged between the Bidder and the CIIT, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 10.2. The Tender shall be submitted along with the prescribed Forms, Annexes, Documents, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his authorized representative. In case of copies, photocopies may be submitted.
- 10.3. Further required information is listed below, as a supplement to other requirements listed in the document:
  - a) List of bidder's major clientele;
  - b) Details related to relevant experience in the business with all supporting documents and documented proof;
  - c) Details of the business operations being carried out by the bidder with all supporting documents and documented proofs
  - d) Valid NTN and GST Number (*not required in case of Petrol Pump Operators*)
  - e) Registration Certificate of firm
- 10.4. In the event of any discrepancy between the original and the copy/duplicate, the original shall govern.
- 10.6. It is obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, Annexes, drawings, forms and all relevant documents as part of the bids submitted by the Bidder.

**Signature & Stamp of Bidder**

## **11. Tender Validity**

The Tender shall have a minimum validity period of (One Year) from the last date for submission of the Tender. The CIIT may solicit the Bidder's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing.

## **12. Opening of the Tender**

Tenders shall be opened, at a time and date as notified on the tender advertisement at COMSATS Institute of Information Technology (CIIT), 1-Km Defence Road, off Raiwind Road, Lahore, in the presence of the Bidder(s), if available, for which they shall ensure their presence without further invitation.

## **13. Clarification of the Tender by the CIIT**

The CIIT shall have the right, at its exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is the sole discretion of the CIIT.

## **14. Determination of Responsiveness of the Bid (Tender)**

- 14.1. The CIIT 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 Tender is one which:
  - a) meets the eligibility criteria for the Bidder;
  - b) is accompanied by the required documents;
  - c) conforms to all terms and conditions of the RFP Document, without material deviation or reservation.
- 14.2. The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, the CIIT may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender; but subject to approvals of the Bid Evaluation Committee.

## **15. Correction of errors**

- 15.1. The Tender shall be checked for any arithmetic errors which shall be rectified. If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form; the amount in words, shall govern.
- 15.2. The Bidder shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender.

## **16. Rejection/Acceptance of the Tender**

CIIT shall have the right, at its exclusive discretion, to change terms and conditions, accept a Tender, reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of formal Contract, without assigning any reason or any obligation to inform the Bidder of the grounds for the CIIT's such action, and without thereby incurring any liability to the Bidder and the decision of CIIT shall be final.

## **Annexure A: PSI Specifications of High Speed**

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Sr. No.	Test Description	Units	Test Method ASTM/IP	PSI Specs	Max/Min
1	Specific gravity @ 15.6°C, 60°F	-	D-1298	Report	-
2	Color	-	D1500	3	Max
3	Flash Point	°C	D-93	54	Min
4	Cloud Point a) Summer (March-Oct) b) Winter (Nov-Feb)	°C	D-2500	9 6	Max
5	Pour point a) Summer (March-Oct) b) Winter (Nov-Feb)	°C	D-97	6 3	Max
6	Cold Filter Plugging Point (CFPP) a) Summer (March-Oct) b) Winter (Nov-Feb)	°C	IP-309	Report Report	Max
7	Cetane Index (calculated)	-	D-976	45	Min
8	Sulfur	wt %	D-129	1.0	Max
9	Copper strip 3 hrs. corrosion at 100°C	-	D-139	1	Max
10	Carbon Residue	-	-	-	-
11	Conradson carbon % wt of 10% residue	wt %	D-189	0.20	Max
12	Sediments	% wt	D-473	0.01	Max
13	Water	% wt	D-95	0.05	Min
14	Ash contents	% wt	D-482	0.01	Max
15	Neutralization Value a) Total Acid No. b) Strong Acid No.	mg KOH/g	D-974	0.5 NIL	Max
16	Kinematic viscosity @40°C	Cst	D-445	1.5 6.5	Min Max
17	Distillation a) 50% Vol. Rec. b) 90% Vol. Rec.	°C	D-86	Report 365	- Max