

PRN24010

# General Administration and Financial Binding Book

## Instruction to Bidders

### 1. To enable you to apply for this tender, please find the followings:

Send three emails contain the following data:

- **1<sup>st</sup> email:** Bidder Data + Acceptance of bid terms and conditions + Acceptance of tender TOR+ Signed Code of Conduct + Official Documents of company registrations that includes; (Statement of authorized person signature + Registered statement+ Bank account Information Statement + ID Copy). If there is any missed document, the offer will be excluded by the committee.
- **2<sup>nd</sup> email:** Technical Offer.
- **3<sup>rd</sup> email:** Financial Offer.

Bidder stamp and authorized person signature on each document are required.

All email subjects must include the tender number and name.

All e-mailed submissions must be sent to: [tenders@nakhil.org](mailto:tenders@nakhil.org) with no other.

File Format: PDF and EXCEL

File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.

Max. File Size per transmission: 30MB per e-mail. If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline.

### 2. Source Selection Criteria:

- Technical capability is evaluated by how well the proposed items or services meet the minimum technical specifications.
- Lowest price technically acceptable source selection process, an award will be made to the bidder submitting the lowest evaluated price that meets or exceeds the technical acceptability standards while respecting determined delivery timelines.

### 3. Quotation includes, but is not limited to cost, pricing, terms and conditions, service, levels, and all other information. if your company is awarded the contract, all information in the proposal negotiation process is contractually binding.

### 4. Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices.

PRN24010

## General Terms and conditions

1. This bid is opened to all qualified and registered legally bidders.
2. The bidders should be proofed that it specialized in the scope of the bid.
3. Provide the invoice in English language in the name of NAKHEIL and the agreed amount in USD.
4. Bidder must show convenient evidence to the committee of the capability to provide the requested items within the TENDER DOCUMENTS timeframe to deliver condition.
5. NAKHEIL has the right to reject any item that does not agree with the specifications.
6. The bidder is expected to furnish all information required by the TENDER DOCUMENTS.
7. A prospective bidder requiring clarification shall request such clarification from the purchaser in writing by mail, no later than three days before the deadline for submission.
8. The prices should be quoted by the bidder in USD.
9. The prices are set of all the items in the bill of quantities, to include the value of the item, the work of the preparations, taxes, profits and compensation for any other obligations borne by the bidder pursuant to this contract.
10. The contract price shall be fixed and not subject to any price adjustments.
11. Supply of all requires within the specified condition and framework.
12. NAKHEIL does not bind to the lowest price.
13. Award will be made to the highest evaluated responsive bidder whose services meet the specifications and who has the necessary capability to carry out the contract satisfactorily.
14. The bidders should submit their offers from 01-July-2024 to 22-July-2024.
15. A pre-bidd meeting for question and answers shall be convened online on 08-July-2024
16. All financial payment will be made from bank account by NAKHEIL, and special TENDER DOCUMENTS shall be discussed with winning bidder by contracting.
17. The payments will be due based on the deliverables stated in TENDER DOCUMENTS.
18. In case of discrepancy between unit price and total derived from unit price, unit price shall prevail.
19. Fixed Price: The prices indicated are firm and fixed and not subject to any adjustment during contract performance.

PRN24010

20. Failure to Perform: The purchaser may cancel the purchase order if the bidder fails to provide the deliverables, in accordance with the above terms and conditions, in spite of being given 7 days' notice by the purchaser, without incurring any liability to the bidder.
21. Liquidated Damages: Timely delivery is the essence of this contract. The bidder shall pay liquidated damages to the purchaser at the rate per 0.5% of the final contract price for each day that the completion date is later than the intended completion date.
22. The total amount of liquidated damages shall not exceed the amount 5% of the final contract amount, provided always that the delay is not attributable to any action of the Purchaser or a "force majeure" situation. The purchaser may deduct liquidated damages from payments due to the contractor.
23. Payment of liquidated damages shall not affect the contractor's liabilities.
24. Force Majeure: the following events may be treated as "force majeure" situations:
  - Acts of Purchaser in its sovereign capacity
  - Civil strife in the bidder's country
  - Delay caused by airlines in access to the place of implementation with documentation of delay by the bidder
25. In the event of a "force majeure" the bidder will promptly inform the purchaser (in writing) of such a situation and specifically indicate how the situation would affect the performance. The purchaser and bidder will then mutually agree on alternative means of performance.
26. Key Deliverables:
  - as mentioned in the Tender documents.

PRN24010

## Bidder Data

Bidder Full Name	
Registration No.	
Authorized Person	
Address	
Telephone	
Fax	
Email	
Details of Bank Account	
Account Name	
Bank	
Branch	
Account Currency	
Account Number	
IBAN	
SWIFT	

All interested parties must complete the table above.