

**Tender Notice**  
**Single Stage One Envelope Procedure**  
ADV NO: ( 4-5 )-2023

The University of Swabi, a public sector university invites bids from the eligible firms/contractors registered with Income Tax Department, Khyber Pakhtunkhwa Revenue Authority (KPRA) and Pakistan Engineering Council (PEC) in accordance with KPPRA rules 2014 on single stage one envelope procedure for the following work:

S #	Name of Work	Bid Security/ Earnest Money	PEC Category /Specialized Code	Date of Issuance of Bidding Documents	Date of Submission of Bids	Date of Opening of Bids
1	Annual Maintenance & Repair / New works in the University of Swabi for the Financial Year 2023-24 based on MRS-2022 (2 <sup>nd</sup> Bi-Annual)	300,000/-	C6 or above/ CE10	From November 28, 2023	on or before 11:00 A.M December 20, 2023	At 11:30 A.M December 20, 2023

1. Bidding documents containing all terms and conditions can be obtained from the office of the Undersigned on payment of Rs. 500/- (Non-Refundable) in the form of Demand Draft/Pay Order in favor of the Treasurer, University of Swabi or online deposit in university official Bank Account bearing No. 0323-223082836 (UBL Main Branch Swabi) on any working day during the office hours upto the above mentioned deadline.
2. The bidding shall be done based on "Above/Below/At par System".
3. Sealed bids along with Earnest money/Bid security in favor of the Treasurer, University of Swabi, in shape of CDR (in original) from any scheduled Bank of Pakistan should be reached on or above mentioned deadline to the office of the undersigned through registered courier service/registered post. Bids received after due date and time shall not be entertained.
4. If the evaluated bid rate of two or more bidders are equal, then the successful bidder will be decided through draw/toss.
5. The University/Procuring Entity reserves the rights to reject one or all bids as per KPPRA Rules.
6. All the Government Notification(s)/Rules/Taxes updated from time to time shall be applicable.
7. Clarification/information (if any) may be obtained on any working day during office hours from the office of the undersigned

Note: this Tender Notice is also available on the KPPRA's & University of Swabi's Official Websites.

**Director Works**  
**University of Swabi**

Employer's Signature: \_\_\_\_\_

Official Seal: \_\_\_\_\_



Contractor's Signature: \_\_\_\_\_

Official Seal: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. The bidding documents should be examined by the bidder before filling. The bidders are also advised to conduct a visit at the site to obtain useful information for filling the bidding documents.
2. The bidding documents should be filled neatly with non-removable ink avoiding over-righting/cutting etc. Each page of the bidding documents should be signed & stamped by the contractor, otherwise the bidding documents shall be rejected.
3. The General Conditions of Contract (FIDIC) shall be binding on both parties i.e. Client & Contractor.
4. The minimum period of bid validity shall be 120 days from the date of tender opening.
5. Bid/Quotation must contain a CDR of Rs.300,000/- (refundable) as earnest money in the name of Treasurer, University of Swabi. The Call Deposit of the successful bidder will be retained upto June 30, 2024, and the same shall be released after June 30, 2024 subject to satisfactory performance by the Contractor.
6. The successful contractor shall be entitled for carrying out works throughout the financial year i.e. upto 30<sup>th</sup> June 2024 on need basis as & when required by the University. The cost of each sub-work shall be upto Rs. 2.00 million.
7. The contractor shall arrange water, electricity and any other facilities required at his own for execution of the work.
8. The contractor shall provide technical staff at the site for execution of the work.
9. Prior approval of the sample of the material to be used at the site is required.
10. In case, if the contractor is unable to start the work after lapse of 30 (Thirty) Calendar days after issuing the work order without any cogent reason, the University reserve the right to terminate the agreement and forfeit bid security.
11. All the items of works shall be carried out in accordance with MRS-2022 (2<sup>nd</sup> Bi-Annual). However, if any item which is not covered in the MRS- 2022 (2<sup>nd</sup> Bi-Annual) and essentially required shall be carried out as per prevailing market by obtaining quotation(s), wherein, the same shall be paid to the contractor on at par basis after approval by the competent authority.
12. Retention Money @ 10% (Ten percent) of the gross amount shall be deducted from each bill of contractor and will be released after lapse of six months from the date of completion/satisfactory report of the work.
13. Upon the completion of each work, the contractor shall remove all plant/ machinery, debris, rubbish and waste materials of every kind from the site to make the site clean & tidy.
14. The University shall not be responsible for any loss or damage occurred to any person or property during execution of works by the contractor.

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15. If any item of work is not executed in accordance with the specification/contract/MRS, shall be replaced/rectified by the contractors at his own expenses without any extra claim, within a reasonable period as directed by the officer concerned. In case of non-compliance strict action shall be taken against the firm as per relevant clause of GCC.
16. The work shall be completed as per original scope of work within the prescribed period as specified in the work orders. However, in case of any delay occurred on part of the Contractor, Liquidated Damages @ 0.05 percent/day up to a maximum of Ten percent of the contact cost shall be imposed on the contractor till final completion of the work. Moreover, in case of any additional work awarded to the contractor, extension in time shall be granted upon approval of the Competent Authority.
17. The University shall have the power to order variation as per rules in the form, quality or quantity of the works or any part thereof and shall have the power to order the Contractor to do so and the Contractor shall comply with such orders including the following: -
  - a) Increase or decrease in the quantity or scope of any work included in the Contract.
  - b) Omit any work.
  - c) Execute the additional work necessary for the completion of the Project, which will be paid as per Contract quoted rates/market rates estimated by the concerned officer after analysis and shall be binding on contractor.
18. If deemed necessary quality test for the material shall be carried out by the contractor on his own expenses as per directions of the Engineer in-charge and no claim in this regard shall be entertained.
19. In case of any conflict, arising between the employer and the contractor, the decision of the Vice Chancellor will be final and binding upon the parties.
20. The completed work shall be inspected/verified by the Inspection committee, in case of any defect/shortcoming as per specification/scope of work; the contractor is bound to make rectification as per directions of the committee. After completion of the work, the committee shall submit its report to the competent authority for onward approval.
21. The contractor shall submit bill as per work done at the site, wherein, the same shall be processed by the Directorate of Works after necessary verification/checking.
22. No escalation shall be admissible to the contractor on account of laborer or material etc.
23. The award rates will not be revised in any case for the current FY 2023-24.
24. The contract may be extended to next financial year on the same terms & conditions, if deem necessary upon approval of the competent authority.

Employer's Signature: \_\_\_\_\_

Official Seal: \_\_\_\_\_



Contractor's Signature: \_\_\_\_\_

Official Seal: \_\_\_\_\_

## UNDERTAKING BY THE BIDDER

1. Having examined the General Terms & Conditions of the Contract, and the specifications for the above works, I/We, the undersigned, offer to execute the whole of the AM&R works in conformity with the said Terms and Conditions of Contract and specifications herewith submitted/ attached.
2. We hereby agree to abide by and fulfil all the terms and provisions of the contract here to annexed or in default thereof to forfeit and pay to the University the sums of money mentioned in the said conditions of contract.
4. We also agree that the sums of Earnest Money submitted herewith:-
  - a) May be absolutely forfeited by the University without prejudice to any other rights or remedies of the University, if we fail to commence the works within 30 (thirty) days of the receipt of work order to commence.
  - b) May be retained by the University as and by way of Security deposit.
5. We understand that the university has the right to reject any or all tenders with Valid reasons thereof.

Employer's Signature: \_\_\_\_\_

Official Seal: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

Official Seal: \_\_\_\_\_

## MEMORANDUM

(a) Name of Work	Annual Maintenance & Repair / New works in University of Swabi for the Financial Year 2023-24 based on MRS-2022 (2 <sup>nd</sup> Bi-Annual)
(b) Earnest Money	<ul style="list-style-type: none"><li>• Rs. 300,000/- in shape of CDR from a scheduled bank in favor of Treasurer University of Swabi.</li><li>• Additional call deposit security to be attached as the KPPRA Notification No. KPPRA/M&amp;E/Estt:/1-17/2019-20 beyond 10% below</li><li>• Earnest money shall be released after 30<sup>th</sup> June, 2024, subject to satisfactory performance as per recommendation of the Engineer Incharge.</li></ul>
(c) Percentage of retention money	10% of the gross work done
(d) Time of Completion	As per work order's stipulated time period.
(e) Validity of Agreement	Up to 30 <sup>th</sup> June, 2024
(f) Liquidated Damages	0.05 percent of the contract amount per day or part of day that the work remains incomplete after the expiry of completion period up to 10% of the respective work.
(g) Defect liability period	six (06) month for each sub-work

Employer's Signature: \_\_\_\_\_

Official Seal: \_\_\_\_\_



Contractor's Signature: \_\_\_\_\_

Official Seal: \_\_\_\_\_

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_ day of \_\_\_\_\_ 2022 between \_\_\_\_\_ (hereinafter called the "University of Swabi") of the one part and \_\_\_\_\_ (hereinafter called the "Contractor") of the other part.

WHEREAS the University of Swabi is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Quoted Percentages on Financial Bid
  - (b) General Rules and Instructions for Guidance of Tenders
  - (c) Conditions of Contract & Contract Data
3. In consideration of the payments to be made by the University of Swabi to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the University of Swabi to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The University of Swabi hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor (Seal)

Signature of the Director Works

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_  
(Name, Title and Address)

\_\_\_\_\_  
(Name, Title and Address)

Employer's Signature: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

Official Seal: \_\_\_\_\_

Official Seal: \_\_\_\_\_



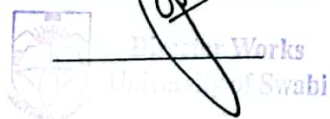
**ABSTRACT OF BID DOCUMENT  
(FINANCIAL BID)**

Name of Work: Annual Maintenance & Repair / New works in University of Swabi for the Financial Year 2023-24 based on MRS-2022 (2<sup>nd</sup> Bi-Annual)

<b>MRS-2022 (2<sup>nd</sup> Bi-Annual)</b>		
	<b>In figures</b>	<b>In words</b>
<b>ABOVE (%)</b> (Up to 2 decimal points only)		
<b>BELOW (%)</b> (Up to 2 decimal points only)		
<b>AT PAR</b>		

Employer's Signature: \_\_\_\_\_

Official Seal:



Contractor's Signature: \_\_\_\_\_

Official Seal: \_\_\_\_\_

## MANDATORY DOCUMENT CHECKLIST

I certify that the following documents are correct as per my knowledge. Any fake/ false document may lead to my bid cancellation/black listing.

S.NO	DESCRIPTION	STATUS	CHECKLIST
1.	Tender Documents (Complete in all respects)	Original	
2.	Bank Challan for Tender document (Rs.500)	Original	
3.	Call Deposit Receipt (CDR) Rs. 300,000/-	Original	
4.	Valid Affidavit on stamp paper for the current month of submission of bidding documents regarding non-blacklisting of the firm by any procuring entity in Government Sector	Original	
5.	Valid PEC Registration	Copy	
6.	Valid National Tax Number Certificate (NTN)	Copy	
7.	Valid KPRA Registration Certificate	Copy	
8.	CNIC of the bidder/ Authorized representative	Copy	
9.	Other if any _____		

Note: Any document missing from the above checklist from Sr. No. 1 to 8 will lead to rejection/ disqualification of bid.

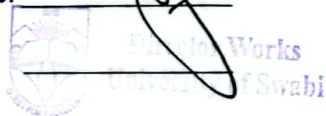
Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Signature with name: \_\_\_\_\_ in the capacity of  
\_\_\_\_\_ duly authorized to sign bid documents, for and on behalf of  
\_\_\_\_\_

\_\_\_\_\_  
(NAME OF FIRM IN BLOCK CAPITALS) (STAMP/ SEAL OF FIRM)

Witness: \_\_\_\_\_

Employer's Signature: \_\_\_\_\_

Official Seal: \_\_\_\_\_



Contractor's Signature: \_\_\_\_\_

Official Seal: \_\_\_\_\_