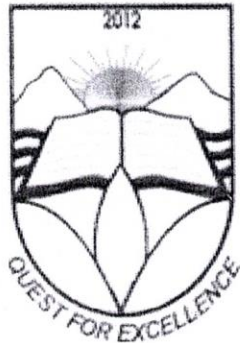


**Outsourcing of Photocopier Shops in the University of Swabi**







**UNIVERSITY**  
**of**  
**SWABI**

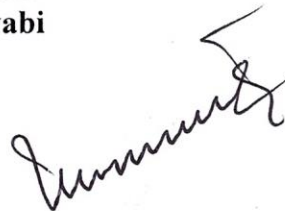
**BIDDING DOCUMENTS**

- INVITATION TO BID
- INSTRUCTION TO BIDDERS
- BID FORM AND PRICE SCHEDULES
- GENERAL TERMS AND CONDITIONS
- GENERAL AND SPECIAL CONDITIONS OF CONTRACT

**July 2024**

**Finance Section**  
**University of Swabi**

  
  
  
  
Assistant Treasurer  
University of Swabi



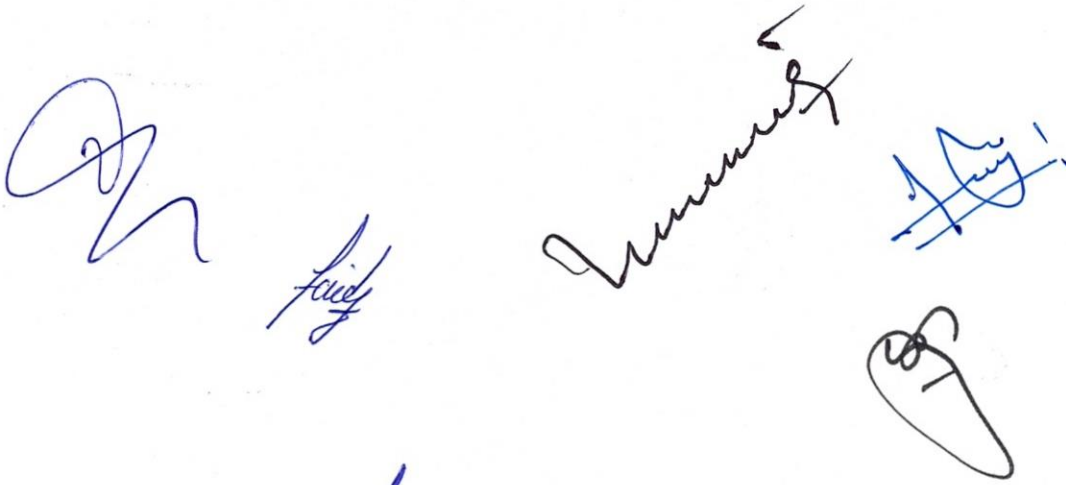
Bidder's Signature & Official Seal

Employer Signature & Official Seal:

**Outsourcing of Photocopier Shops in the University of Swabi**

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University of Swabi  
Bidder's Signature & Official Seal

Employer Signature & Official Seal:

**Outsourcing of Photocopier Shops in the University of Swabi**

**INVITATION FOR  
BIDS**

*[Handwritten signatures in blue and black ink]*

Assistant Treasurer  
University of Swabi

Bidder's Signature & Official Seal

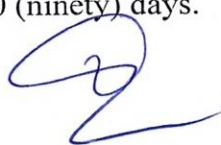
Employer Signature & Official Seal:

**Outsourcing of Photocopier Shops in the University of Swabi**

## 2. INSTRUCTION TO BIDDERS

- 1.1 The bidder/ proponent must submit the Financial proposal in sealed envelope and as per specified procurement method “**Single Stage One Envelope**”.
- 1.2 The proposals must contain a transmittal letter on the bidder’s letterhead, duly stamped by authorized representative “**Financial Proposal**”.
- 1.3 The envelopes shall contain the name address and contact details of the addressee and the addressors.
- 1.4 The financial proposal shall contain sales tax and income tax registration certificate.
- 1.5 Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- 1.6 Response time: all bidders shall submit proposals as per Tender Notice to the committee, in the Committee Room of the University, which will be opened half an hour after the deadline. No proposal in any case shall be accepted after the deadline.
- 1.7 The bidder shall submit an affidavit that it has never been blacklisted nor involved in any litigation with federal/provincial government, autonomous, semi-autonomous organization (procuring entity) or others, more specifically in the current month.
- 1.8 The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- 1.9 The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- 1.10 Contract will be signed with the successful bidders and the terms and conditions in the bidding document will govern the execution of the contract.
- 1.11 Arbitration as per law will be made in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).
- 1.12 All the bidding documents should be signed and stamped, any incomplete documents should not be considered.
- 1.13 “**OPTIONAL**” The procuring, entity may ask for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank.
- 1.14 The bidder shall deposit bid security with the procuring entity equal to 5% of the total quoted rate with the financial proposal. The bid security so submitted will be returned to the successful bidder when bidder starts business in the university.
- 1.15 The contract agreement will not be transferable.
- 1.16 The offered rates will be valid for 90 (ninety) days.

 Bidder's Signature & Official Seal

 Employer Signature & Official Seal:

### Outsourcing of Photocopier Shops in the University of Swabi

### 3. BID FORM AND PRICE SCHEDULES

Date: \_\_\_\_\_  
 IFB No: \_\_\_\_\_

To: [University of Swabi; Near Anbar Interchange, Swabi]

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. [ ], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver [ ] in conformity with the said bidding documents for the sum of [ ] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide service in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [ ] days from the date fixed for Bid opening under relevant Clause of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or Gratuity

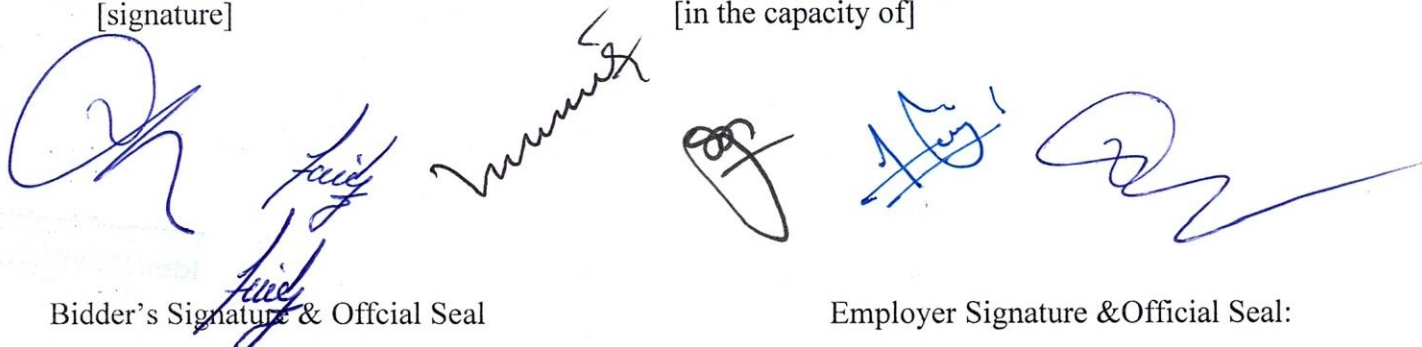
(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

[signature]

[in the capacity of]



Bidder's Signature & Official Seal

Employer Signature & Official Seal:

**Outsourcing of Photocopier Shops in the University of Swabi**

#### 4. GENERAL TERMS AND CONDITIONS

##### Description/Specifications & Bill of Quantities (BOQ)/Price Bid.

Following are the **Description/Specifications** regarding request for Financial Proposals for **“Outsourcing of Photocopier Shops at University of Swabi”**. Matrix to be filled by the bidder as per the instructions laid down here:

Sr. No.	Items Description	Unit	QTY	Minimum Rent	Total	Contract Period
		1	2	3	(2*3)	
01.	Outsourcing of Photocopier Shops at University of Swabi	Rent	3	12,000/- each	36,000/-	3 Year (Renewable on yearly basis up to 3 years subject to adherence to TORs of contract)

##### Note:

- The University shall allocate space on rental basis to the successful bidder for establishing of 03No. Temporary cabins/shops of minimum size of (10'X10') each i.e. (two at Main Campus and one at old campus) on his own expenses.
- The successful bidder shall be liable for timely payment of all the availed utility bills.
- The aforementioned rate is benchmark; the service will be awarded to higher quoted bidder fulfilling all the mandatory requirements.

#### 5. General Terms and Special Conditions of Contract:

Following are the General Terms and Conditions

- The above details shall be submitted in a sealed envelope
- The bidder (s) must be registered with the Sales Tax and income tax authorities.
- 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 the bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.
- Any tempering/overwriting in tender documents will not be acceptable.
- The quotation must carry signatures of the authorized representative of the bidder.
- The request for quotation is non-transferable.
- Quotations must be submitted on or before the given time and date to the committee for the purpose. No late quotation for any reason whatsoever will be considered.
- Each supplier can only submit one offer / quote.

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#### Outsourcing of Photocopier Shops in the University of Swabi

9. Optional quote/bid is not acceptable and will lead to rejection of bid.
10. The University may reject all bids or proposals at any time, prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
11. Monthly rent shall be deposited by the 5<sup>th</sup> of each month in advance, failing to which Rs. 300/- (Three Hundred) per day upto maximum of Rs. 3000/- (Three Thousand) penalty will be imposed for each month. In case of non-deposit of rent for consecutive (03) months, the contract shall be automatically stand cancelled and forfeiture of performance security.
12. The successful bidder will not be involved in any other business i-e stationary.
13. The contract will be cancelled in case of over-charging from local market or misbehavior with the faculty or staff, a fine of Rs. 3000/- will be imposed.
14. Sales of cigarette/snuff and all other prohibited narcotics items are not allowed and will lead to cancellation of contract.
15. A standing regulatory committee will review the quality and rates of services in comparison with swabi (main bazar) rates, any revision in the rates will be mutually finalize by the successful bidder and regulatory committee.
16. The rate list duly signed by the Convener and Secretary of the regulatory committee, must affixed within the shops and two prominent places in the university.
17. The successful bidder is required to submit prior to initiation of business an affidavit from (Rs. 100 Stamp Paper) clearly stating that in case of breach of contract or violation the successful bidder will not go court, but the TORs of the contract will govern the contract.
18. In case of any conflict raised between both parties (successful bidder and the university) it will be resolved through mutual understanding however the decision of the regulatory committee will be finale.
19. Bio-data of workers along-with CNIC copies shall be submitted to the provost by the successful bidder.
20. The firm will be bound to pay electricity and other charges if any as per actual.
21. Taxes (if any) imposed by the government shall be paid by the firm.
22. The successful bidder shall bound to serve (45) days prior notice if desired to terminate agreement before expire of the contract.
23. The successful bidder is required to observe official timing i-e from 8:00 AM to 4:00 PM.
24. The successful bidder is required to serve the university during summer and winter vacations.
25. Subletting of the photocopy shop to any other person/firm/entity will not be permissible.






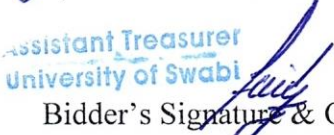
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**Outsourcing of Photocopier Shops in the University of Swabi**

26. The financial proposal must be accompanied with a bid security valuing 5% of the total quoted rate.
27. The financial proposal shall contain sales tax and income tax registration certificate.
28. Optional bid is restricted and each bidder is required to offer a single quote.
29. The bidder shall submit an affidavit that it has never been blacklisted nor involved in any litigation with federal/provincial government, autonomous, semi-autonomous organization (procuring entity) or others, more specifically in the current month.
30. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
31. The bidding documents must be signed by the bidder or its representative.
32. The successful firm shall require to deposit an amount equal to 05 monthly rents as a performance security, which will be either released upon the successful completion of contract period or adjusted as finale settlement of the contract if any.
33. The rent quoted shall be for one year, there after it shall be increase on yearly basis @ 10% upon renewing of contract each year.

Yours truly  
For and On behalf of  
University of Swabi

  
  
  
  
  
  
Assistant Treasurer  
University of Swabi  
Bidder's Signature & Official Seal

Employer Signature & Official Seal:

**Outsourcing of Photocopier Shops in the University of Swabi**



**6. Language**

All communications and documentations related to procurements shall be in English.

**7. Bid Security Deposit (Where Applicable)**

Unless otherwise agreed between the Procuring entity and the bidder, the later shall deposit with the Procuring Entity a sum equal to 5% of the quoted value of rent.

**8. Obligations and options in case of non fulfilment of Contractual Obligations by the Supplier.**

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the consultant.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers.

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to comply with the Contract Agreement:

- Fine Penalties
- Cancellation of Contract

**9. Disputes and Controversies/Dispute Resolution**

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPPRA Rules 2014 (amended till date).

Assistant Treasurer  
University of Swabi  
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If a bidder is not satisfied with the decision of the Committee, he may take recourse to the KPPRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will final and binding on both the parties.

#### 10. Sub-Letting Contract

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

#### 11. Bribes Commission etc.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of; the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

#### 12. Termination End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

#### 13. Force Majeure

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within Thirty (30) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.

  
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Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

#### 14. **Applicable Laws**

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPP Rules 2014 (amended till date).

#### 15. **Contract Amendment**

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

#### 16. **Notices**

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client

To: The Supplier or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

#### 17. **Qualification Criteria**

The following mandatory documents must be attached with the Financial Bid.

- i. Valid Registration Certificate with income tax department (Valid NTN) along with Sales Tax Return Number (STRN).
- ii. Certificate to the effect that the bidder is on the Active tax payer list of FBR.
- iii. Shall provide on a stamp paper an Affidavit duly signed by the Oath Commissioner, for the current month of submission of bidding documents stating that the proponent has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal/provincial government.

The image shows several handwritten signatures in blue ink. On the left, there are three signatures, with the word 'Bidder' written vertically in blue ink next to them. In the center, there is a signature that appears to be 'Humming'. To the right of that is another signature. On the far right, there is a large, stylized signature. Below the signatures, there is a faint watermark of the University of Swabi logo.

Bidder's Signature & Official Seal

Employer Signature & Official Seal: