



ABDUL WALI KHAN UNIVERSITY MARDAN

Tender No.27-2022/23

The Abdul Wali Khan University Mardan invites sealed bids on the basis of “**Single Stage Two Envelopes Procedure**” for the work namely “**Procurement of Catering and Food Services**” from well reputed event management companies/ firms/Service providers registered with FBR and KPRA as per the following details

Description	QTY	Pre-Bid Meeting Date	Issuance of Bidding Documents	Bids Submission Date	Technical Bids Opening Date
Procurement of catering and Food services	Detail given in tender documents	12-09-2022 (02:00 P.M)	Up to 19 -09-2022	19-09-2022 (01:00 P.M)	19-09-2022 (01:30 P.M)

Terms & Conditions:

1. The eligible firms/companies are required to submit two separate sealed envelopes i.e. one envelope containing technical information of the bidder clearly marked as **Technical Bid** while the second envelope containing bid price, clearly marked as **Financial Bid**, accompanied with Earnest money/Bid security @ 2% of quoted Bid Cost for each lot in favor of the Treasurer Abdul Wali Khan University Mardan in shape of Call Deposit/Bank Guarantee (in original) from any scheduled bank of Pakistan.
2. The “**Technical bid**” of the firm/company will be evaluated in accordance with the evaluation criteria as provided in the bidding documents. The Financial bids of only those firms shall be opened and allowed to participate in the tendering process declared qualified by the Technical Committee. Technical bids will be opened first and financial bids will be opened after completion of evaluation process, in the presence of technically qualified bidders. The financial bids of un-successful bidders will be returned unopened.
3. The standard bidding documents can also be downloaded from the websites, www.awkum.edu.pk, www.kppra.org.pk, however in this case, the firms have to attach a Demand Draft/Pay order OR deposit slip of Rs.1,000/-in favor of Treasurer Abdul Wali Khan University Mardan with the Technical Bid

PROCUREMENT OFFICER

Abdul Wali Khan University Mardan
Khyber Pakhtunkhwa, Pakistan

Ph.: [0937-920868](tel:0937-920868)

procurement@awkum.edu.pk

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Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Khyber Pakhtunkhwa Procurement Rules, 2014

This Bidding Process will be governed under Khyber Pakhtunkhwa Procurement Rules, 2014, as amended from time to time and instructions of the Government of the KP received during the completion of the project.

Invitation to Bid

KPPRA Rules to be followed

Khyber Pakhtunkhwa Procurement Rules, 2014 will be strictly followed. These may be obtained from KKPPRA's website. www.KKPPRA.org.pk

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Khyber Pakhtunkhwa Procurement Rules, 2014.

Mode of Advertisement(s)

As per Rule 12(1&2), this Tender is being placed online at KPPRA's website and university website, as well as being advertised in print media.

Type of Open Competitive Bidding

As per Rule 38(2)(a), Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;

- The envelopes shall be marked as "Financial Proposal" and "Technical Proposal"; in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
- The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- during the technical evaluation no amendments in the technical proposal shall be permitted;
- after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- The lowest evaluated bidder shall be awarded the contract.

Bidding Details (Instructions to Bidders)

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods/ Items/ Services must be received in writing to the Purchaser till **11th September, 2022**. Any query received after said date may not be entertained. All queries shall be responded to within due time to Procurement officer AWKUM. The time, date and venue for said Q&A session shall be communicated to all registered bidders well in time.

The bidder shall submit bid which comply with the Bidding Document. **Alternative bids and options shall not be considered**. The attention of bidders is drawn to the provisions of this tender document Clause regarding "**Determination of Responsiveness of Bid**" and "**Rejection / Acceptance of the Tender**" for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder

on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Contact details for all correspondence in relation to this bid is as follows:

Contact Person :

Name: Kamran Ullah

Designation: Procurement Officer

Email: procurement@awkum.edu.pk

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via Contact and in writing (email) only.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), 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.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE TENDER

Definitions

In this document, unless there is anything repugnant in the subject or context:

"Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.

"Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.

"Client" means the Project lead of technical / concerned wing of the Purchaser for whose particular project the Goods / Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.

"Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors that may provide or provides the general order items etc. and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.

"Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.

"Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.

"Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.

"Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations. "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.

"Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

"Day" means calendar day.

"Defects Liability Period" means the period following the award of LOA/Contract, during which the Contractor is responsible for making good, any flaws in Services provided under the Contract.

"Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

"Goods" means general order supplies which the Contractor is required to supply to the Purchaser under the Contract against each relevant Lot.

"Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

"Prescribed" means prescribed in the Tender Document.

"Purchaser" means the Abdul Wali Khan University Mardan (AWKUM) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.

"Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

"Services" means catering services and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.

"Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

"Works" means work to be done by the Contractor under the Contract.

"Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

Notice

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:

- in writing;
- issued within reasonable time;
- served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

Tender Scope

AWKUM (hereinafter referred to as "the Purchaser") invites requests Proposals (hereinafter referred to as "the Tenders") for the procurement of catering services for its Convocation to be held on **October 1, 2022**.

The items/services will be delivered to AWKUM Garden campus or as required by the Purchaser at the time of order placement. Detail requirements and specifications are attached at **Annex-A**

Tender Eligibility/Qualification Criteria

- Eligible Bidder/Tenderer is a Bidder/Tenderer who:
- Has a registered/incorporated company/firm in Pakistan with relevant business experience of last two (02) years;
- Must be registered with Tax Authorities as per prevailing latest tax rules (Only those firms/ companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- 7.1.3 has valid KP Sales Tax Registration with KP Revenue Authority;
- has valid Registration of National Tax Number (NTN).
- has submitted bid for complete Lot(s) separately and relevant bid security against each lot separately;
- must be involved in manufacturing, sales or supply business of food and catering services for last two (02) year as on, for each lot;
- has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking) for each Lot;
- Conforms to the clause of “Responsiveness of Bid” given herein this tender document.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification

Tender Cost

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

Joint Venture / Consortium

Joint venture / consortium are not eligible for this tender.

Examination of the Tender Document

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

Clarification of the Tender Document

The Tenderer may require further information or clarification of the Tender Document, within with in due time of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders. Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e-mail & letter) only.

Amendment of the Tender Document

The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per KP Procurement Rules, 2014.

The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of KP Procurement Rules, 2014.

Preparation / Submission of Tender

The Tenderer may bid for any or all lots required under this tender.

The Tenderer is not allowed to bid for a partial Lot.

The Tenderer is not allowed to bid for part of the services in a LOT.

The Tenderer will submit their respective bids against each Lot separately in a manner explained in this tender document (If bidder is submitting their bid against multiple Lots)

The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English.

The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

Technical Proposal shall comprise the following, **without quoting the price:**

Technical Proposal Form (**Annexure-B**);

Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure - G & H**);

Covering letter duly signed and stamped by authorized representative. (**Annexure-E**);

Certificate of Company / Firm Registration / Incorporation under the laws of Pakistan

Evidence of eligibility of the Tenderer and the Goods / Services

Evidence of conformity of the Goods / the Services to the Tender Document

Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

Valid Registration Certificate for Income Tax & Sales Tax

The Financial Proposal shall comprise the following:

Financial Proposal Form (**Annexure-C**)

Price Schedule (**Annexure-D**)

Bid Security (**Earnest Money**), as per provisions of the clause Bid Security of this document.

The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for:

Tender Name: (PROCUREMENT OF CATERING SERVICES FOR CONVOCATION AT GARDEN CAMPUS OF AWKUM

Tender No:

Name of the Purchaser: Procurement office

Address of the Purchaser: Garden campus of AWKUM

Name of the Tenderer:

Address of the Tenderer:

Phone No. of the Tenderer:

Tender Price

The quoted price shall be:

- best / final / fixed and valid until completion of all obligations under the Contract
- 2 in Pak Rupees;

- inclusive of all taxes, duties, levies, insurance, freight, etc.;
- Including all charges up to the delivery point at the Garden campus of AWKUM
- If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

Bid Security (Earnest Money)

The bid security amount has been calculated as per provisions of Rule-27 “Bid Security” of KPPRA Rules, 2014 (i.e., not exceeding five percent of the estimated cost), the Tenderer shall furnish the Bid Security (Earnest Money) as under:

- for amounts as mentioned in following table against different lots:

Sr. No.	Lot No.	Bid Security Amount (PKR)
i.	01	2% of the coated Price
ii.	02	2% of the coated Price

- denominated in Pak Rupees;
- separately against each Lot given in this tender document;
- As part of financial bid envelope, failing which will cause rejection of bid;
- in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;
- The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon complete delivery of Goods/Items and issuance of satisfactory certificate by Admin team of the Purchaser.

Tender Validity

The Tender shall have a minimum validity period of **thirty (30)** days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

Modification / Withdrawal of the Tender

The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

Opening of the Tender

Tenders shall be opened at 01:30 **PM** on the last date of submission of bids i.e. **September 19, 2022** in the presence of the Tenderer(s) for which they shall ensure their presence without

further invitation, as per provision of Rule-30 of KPPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

Determination of Responsiveness of the Bid (Tender)

The Purchaser 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:

- meets the eligibility criteria given herein this tender document.
- meets the Technical Specifications for the Goods/Items/Services against each Lot;
- meets the delivery period / point for the Goods/Items/Services against each Lot;
- in compliance with the rate and limit of liquidated damages;
- offers fixed price quotations for the Goods/Items/Services against each Lot, whereby no optional offer / bid or price is allowed;
- is accompanied by the required Bid Security as part of financial bid envelope against each Lot;
- In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
- Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- A material deviation or reservation is one which affects the scope, quality or performance of the Services / Goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

Technical evaluation criteria

A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back.

All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.

The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

LOT # 1 & 2

Category	Description	Points
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Legal (Mandatory)	Relevant business experience of last 02 year	Required	
	Valid Income Tax Registration	Required	
	Valid KP Sales Tax Registration with KP Revenue Authority	Required	
	Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Required	
	Compliance to the services (all items) to be procured mentioned vide Annex-A of this document	Required	
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking)	Required	
Financial Strength/ Experience	Worth of at least 2 projects of similar nature in last two (02) years (Verifiable through relevant purchase orders/ contracts) (Max Points 100)	0.5-1 million	25 Points
		1-1.5 million	50 Points
		1.5-2 million	75 Points
		2 million or above	100 Points
	Average Annual revenue of last two (02) years (Verifiable through financial statements/bank statements) (Max Points 100)	0.5-1 million	25 Points
		1-1.5 million	50 Points
		1.5-2 million	75 Points
		2 million or above	100 Points

Note: Verifiable documentary proofs for all above requirements are required and marks will be awarded on the basis of these verifiable proofs. Bidder must include checklist for above requirements in their bid

Financial proposal evaluation

Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives against each Lot shall be allowed to take part in the Financial Proposal(s) opening against their relevant Lot(s).

Financial Proposal evaluation will be conducted under the KP Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

In evaluation of the price of articles/goods which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

The Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Gov. at any time during execution/evaluation period will be dealt with mutual consent

Rejection / Acceptance of the Bid

The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of KP Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of KP Procurement Rules, 2014).

Award Criteria

At first step, eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria against each Lot will stand technically qualified.

At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities against each Lot, irrespective of their score in the previous step.

Acceptance Letter

As per provisions of Rule (55) of KP Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 2 days of announcement of bid evaluation reports (Ref. Rule-37 of KPPRA Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract against each Lot.

TERMS & CONDITIONS OF THE CONTRACT

Contract Title:

[Name of Contractor]

Dated:

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Contract

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Termination for Insolvency

Termination for Convenience

Force Majeure

Dispute Resolution

Statutes and Regulations

Taxes and Duties

Contract Cost

The Client

Authorized Representative

Waiver

This CONTRACT AGREEMENT (this “Contract”) made as of the **[day]** of **[month]**, **[year]**, between **AWKUM** (the “Purchaser”), on the one part,

and

[full legal name of Contractor], on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.

The Purchaser has requested the Contractor to provide certain supply of Services as described in Tender Document; and

The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

The Contractor hereby covenants with the Purchaser to supply the Services and to remedy defects therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.

The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services and provision of the Services and remedying of defects therein.

The following shall be deemed to form and be read and construct as part of this Contract:

The Tender Document

Bidder's Proposal

Terms and Conditions of the Contract

Special Stipulations

The Technical Specifications

Tender Form

Price Schedule

Affidavit(s)

Authorized Dealership / Agency Certificate

Service Level Agreement (SLA) (if required)

Non-Disclosure Agreement (if required)

Any Standard Clause acceptable for Purchaser

This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **AWKUM:** For **[full legal name of the Contractor]:**

Signature Signature

Name Name

Witnessed By: Witnessed By:

WITNESSES

Signature _____ Signature _____

CNIC

CNIC # _____

Name _____

Name _____

Designation _____

Designation _____

Address

Address _____

General Conditions of Draft Contract

Contract

The Purchaser shall, after issuance of LOA, send the Contract provided in the Tender Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

Standards

The Goods / Items / Services provided under this Contract shall conform to the authoritative latest industry/Market standards.

Execution Schedule

Order for catering services will be placed three (3) days before the event through written intimation(s) / Purchase Order(s) by the Purchaser, subsequent to the issuance of Letter of Acceptance.

Packing

The Contractor shall provide such packing of the Goods/Items/Services as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

Payment

The Contractor shall provide all necessary supporting documents along with invoice.

The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods/Items/Services supplied, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

The Purchaser shall get verified the details of Goods/Items/Services delivered against the invoice and Payment shall be made on complete delivery of Goods/Items/Services after issuance of satisfactory certificate by concerned team, as per details given in the Letter of Acceptance/Purchase Order.

The Purchaser shall pay the amount verified within thirty (30) days. The Purchaser shall make payment for the Goods supplied, the Services provided and the Works done as per, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.

All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

An amount of 10% of the total work order/purchase order can be released to the successful bidder upon submission of an equal amount of bank guarantee to be obtained from schedule bank of Pakistan.

Price

The Contractor shall not charge prices for the Goods/Items, the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

Contract Amendment

The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.

The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.

The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

Assignment / Subcontract

The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance violates any of the provisions of the Contract / Letter of Acceptance commits breach of any of the terms and conditions of the Contract / Letter of Acceptance, the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @2.5% of the total Contract Price.

Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of KP Procurement Rules, 2014 and AWKUM Procurement Regulations and Guidelines.

Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

SPECIAL STIPULATIONS

SCHEDULE-A, SPECIAL STIPULATIONS							
For ease of Reference, certain special stipulations are as under:							
Convocation date	October 1, 2022						
Bid Security (Earnest Money)	<p>The Contractor shall furnish the Bid Security (earnest Money) as under: separately against each Lot; for amounts as mentioned in following table against different lots:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Bid Security Amount (PKR)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">2 % of the coated price</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">2 % of the coated price</td> </tr> </tbody> </table> <p>in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; denominated in Pak Rupees; Have a minimum validity period of thirty (30) days from the last date for submission of the Tender.</p>	Lot No.	Bid Security Amount (PKR)	1	2 % of the coated price	2	2 % of the coated price
Lot No.	Bid Security Amount (PKR)						
1	2 % of the coated price						
2	2 % of the coated price						
Delivery Period	Order for food and catering services will be placed three (3) days before the event through written intimation(s) / Purchase Order(s) by the Purchaser, subsequent to the issuance of Letter of Acceptance.						
Liquidated damages for failure / delay in supply of Goods / Items by the Contractor	If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract/ Letter of Acceptance, the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, up to a sum of money @ 25 % of the total Contract Price.						
Variation in Scope of Works as given in purchase order/supply order in terms of quantity and contract value	That the concerned committee of the university has the power to carry out the variation in Scope of Works as given in purchase order/supply order in terms of quantity and contract value. Provided that it does not exceed fifteen percent of the original contract value						

ANNEXURE-A

PRICE BID FORMAT FOR FOOD SERVICES

LOT No. 1

BUFFET MAIN MENU WITH HIGH STANDARD CORCKERY, WAITERS AND ALLIED SERVICES

S.No	Name of Items	Quantity (Serving)	Unit Cost in Rs. per serving	Total cost in Rs. for 2000 Serving
1	Chicken Fried Rice	2000/-		
2	Chicken Qorma			
3	Mix vegetables			
4	Kheer			
5	Mineral Water 0.5 Letter each			
6	Plain Nan/Rotti			
7	Waiters and Allied Services			
Total cost in Rs.				

NOTE:

The bidder must submit the bid for all items mentioned above.

Incomplete or partially filled bid will not be entertained.

The quality of food should be A class and should not be less than a three five hotel standard

PRICE BID FORMAT FOR CATERING AND ALLIED SERVICES

LOT – 02

S.No	Item Name	Details	Required Quantity/Capacity	Unit Price in Rs.	Total Price in Rs.
1	Umbrella Canopy	Good quality Umbrella canopy for Main Convocation Area	2000 No's People		
		Good quality Umbrella canopy for Buffet Lunch area for students	1500 No's People		
		Good quality Umbrella canopy for Buffet Lunch area for Guests	500 No's People		
		Good quality Umbrella canopy for Waiting area	100 No's People		
2	Chairs	Good quality chairs covered with white fabric	2200 No's People		
3	Sofa with Tables	2-seater sofa seating	50 No's		
4	Rugs and Carpets	Good quality clean rugs and carpets with red color and size of 10*10 feet	150 No's		
4	Samovars	Steel made samovars with stand and water	10 No's		
5	Wooden Stage	30 * 20 Feet with flower decor	1 No		
6	Screen	10 *8 Feet Clearly visible HD	2 No's		
7	Sound System	1 Pair PA-System with two mikes and speakers of appropriate size to cover the convocation area	1 No		
8	Fans	Floor standing Fans	150 No's		
9	Power Back up	Generator Facility to be used for back up	1 No		
10	Allied Services	Other relevant services that are not mentioned above	1 No		
Total cost in Rs.					

***NOTE:**

The bidder must submit the bid for all items mentioned above.
Incomplete or partially filled bid will not be entertained.

FORMS & OTHER REQUIRED DOCUMENTS

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date] To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with your Request for Proposal/Tender Document No. _____ dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of _____ related to the assignment.

We also confirm that the Government of Pakistan / KP has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-C

Financial Proposal Submission Form (Part of Financial Bid Envelope) [Location, Date]

To _ (Name and address of Client / Purchaser) _

Dear Sir,

We, the undersigned, offer to provide the _ (Insert title of assignment) _ in accordance with your Request for Proposal No. _____ dated _ (insert date) _ and our Technical Proposal. Our attached Financial Proposal is for the sum of _ (insert amount in words and figures) _. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e., before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / KP has not declared us or any Sub Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

ANNEXURE-E

Format for Covering Letter

To

(Name and address of Purchaser)

Sub: _____.

Dear Sir,

Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.

We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.

We agree to abide by this proposal for the period of _days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Seal: _____

ANNEXURE-F

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

To be executed by an authorized representative of the bidder.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney) Date:

ANNEXURE-G

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

ANNEXURE-H

(To be submitted on legal stamp paper)

AFFIDAVIT

(Integrity Pact)

We _ (Name of the bidder / supplier) _ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by _ (Name of the bidder company) _ hereinafter called the Contractor to submit the attached bid to the _ (Name of the Purchaser) _ . Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _ (Name of the Purchaser) _ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.

[The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty / support. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.

Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Purchaser.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

_____ Notary Public