



# University of Engineering and Technology, Mardan

## BID SOLICITATION DOCUMENTS

### FOR

### Human Resource Management at University of Engineering and Technology Mardan

#### Contact No.

**Tel:0937-9230295**

**Fax:0937-9230296**

**Website:uetmardan.edu.pk**

**Note:** The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

#### INTRODUCTION:

University of Engineering & Technology Mardan (UET Mardan) was established on 7th March, 2018 by the Government of Khyber Pakhtunkhwa under the KP Universities Act. The University Campus is situated on main Charsada Road, Mardan spreading over an area of 172 Kanals. Previously, the Campus had been operational since 2002 as one of the satellite campuses of UET Peshawar. Initially, two teaching departments, i.e., Telecommunication Engineering and Computer Software Engineering were established with BSc programs. On the basis of public interest due to its location and available facilities, the campus showed fast pace growth in all aspects including infrastructure, laboratories, and faculty. In addition to MSc and PhD programs in the aforementioned two departments, Department of Electrical Engineering was established in 2012 offering BSc Electrical Engineering in Power as well as Communication streams. Presently, about 1000 students, studying at Undergraduate and Postgraduate levels, are enrolled at UET Mardan. In 2016, Higher Education Commission (HEC), Pakistan approved a grant of Rs. 1.336 billion for the establishment of Civil, Electrical and Mechanical Engineering Departments and to enhance facilities for the students and faculty members in the campus. This approval acts as an endorsement by the HEC on viability of the campus to function as full-fledged engineering university.

To maintain an efficient service-delivery, this institution intends to hire services of firm/company for 'Human Resource Staff' (Ground and Garden & Sanitation) through Open Competitive Bidding under rule 14(2)(b) "*Single Stage Two Envelope*" procedure of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014 (Amended till date).



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### 1) INSTRUCTION TO BIDDERS:

1. This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KP-PPRA) Law, Rules and Regulations made there under along with Standard Bidding Documents.
2. The bidder shall abide by all the Rules and Regulation relating to Labor Law, Accident, Workmanship Compensation Act, Workmen Insurance EOBI and other relevant laws relating to specified services. This will be the sole responsibility of the bidder and UET Mardan will not be a party at any stage to any kind of dispute relating to the above. In case any dispute arises due to non-performance by the bidder under no circumstances UET Mardan shall be liable for the same.
3. Sealed bids along with bid security of an amounting to Rs. 300,000/- (Three Hundred Thousand Only) in shape of Demand Draft (DD) / Call Deposit Receipt (CDR) in the name of Treasurer, University of Engineering and Technology Mardan, must reach the undersigned not later than **11:00 hours on XXX January, 2023**. Only Technical bids will be opened before the Procurement Committee on the same date at 1130 hrs in presence of bidders / representatives, who may choose to be present. Financial bids of only technically qualified bidders will be opened while the financial bids of technically unqualified bidders will be returned unopened.
4. **PRE-BID CONFERENCE** with the interested bidders will be held on XXX January, 2023 at 10:00 hrs in Conference room of the Administration Block.
5. The bid should be completed in all respect and must be signed and stamped by the bidder.
6. All prices quoted must be in Pak Rupees (PKR) and must be inclusive of all Government applicable taxes.
7. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
8. An affidavit is mandatory in the technical bid that bid security is placed in the financial bid.
9. For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least five days prior to the deadlines / opening date.
10. Bidders are essentially required to provide correct and latest postal/email/web



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addresses, phone/mobile/fax numbers for actively and timely communication.

11. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
12. The bidder must attach the original receipt along with the bidding document duly signed and stamped submitted to this institution.
13. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
  - a. Received without Affidavit and Bid Security;
  - b. It is received after the date and time fixed for its receipt;
  - c. The tender document and the bid is unsigned;
  - d. The offer is ambiguous;
  - e. The offer is from blacklisted firm in any Federal / Provincial Govt. Department.
14. The Firm is not allowed to participate in the bid for partial services.
15. Alternative bid shall not be considered and shall be rejected by the Competent Authority.
16. At any time prior to the deadline for submission of bids, the institution may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
17. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
18. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
19. All the bidders are required to provide annexure wise complete requisite documents with page marking for their Technical Evaluation / Qualification as prescribed under the rules.
20. In case of Bid Tie, the competent authority may award the contract to the firm whose secures highest technical marks than competitor(s).
21. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the UET's future bids.



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### Eligibility Criteria

Bidders must give compliance to the below mentioned clauses as these are mandatory to being Eligible for the bidding process. Relevant certificates / documents must be attached.

S #	Description	Remarks
	<b>Requirements</b>	<b>YES/NO</b>
1.	<b>Registration</b> with <b>NTN</b> /Valid Income Tax Registration/ Valid <b>Sales Tax</b> Registration.  (Provide copy of certificate of incorporation)	<b>Mandatory</b>
2.	<b>The bidder should be registered with Khyber Pakhtunkhwa Revenue Authority (KPR)</b>	<b>Mandatory</b>
3.	The bidder must have minimum Five <b>(05) Years Relevant Experience.</b>	<b>Mandatory</b>
4.	The bidder must have at least <b>one assignment in hand</b> in public sector college/university regarding manpower services / human resource management.	<b>Mandatory</b>
5.	<b>The bidder should be registered with employee old age benefit institution( EOB)</b>	<b>Mandatory</b>
6.	This undertaking should be tender specific. Submission of undertaking on legal valid and attested stamp paper that the firm is <b>NOT BLACKLISTED</b> by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.  (Provide copy of affidavit attached as annex in this document on non-judicial stamp paper).	<b>Mandatory</b>
7.	The bidder has <b>NOT</b> been <b>DEFAULTER / INSOLVENT NOR BANKRUPT</b> in past from any government department or financial institution.	<b>Mandatory</b>
8.	The firm <b>CANNOT</b> participate in the capacity of <b>JOINT VENTURE</b>	--



# University of Engineering and Technology, Mardan

## **GENERAL CONDITIONS OF CONTRACT**

### **1. General Provisions**

#### **1.1 Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Employer's country, unless otherwise specified in the Special Conditions of Contract (SCC).

#### **1.2 Language**

This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **1.3 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

#### **1.4 Location**

The Services shall be performed in the main university as well as sub campus of the University with the locations specified by the authority of the University.

#### **1.5 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**

#### **1.6 Taxes and Duties**

The Service Provider and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.



## 2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be **stated in the SCC**.

## 2.2 Commencement of Services

### 2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

### 2.2.2 Starting Date

The Service Provider shall start carrying out the Services within ten (10) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

## 2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case the completion date will be the date of completion of all activities

## 2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Institution or of the Association, as the case may be, has been obtained.

## 2.5 Force Majeure

### 2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances



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### 2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### 2.5.3 Period of Contract

The contract agreement will be initially executed for a period of one year, which may be extended up to maximum of three years subject to the satisfactory performance.

### 2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract.

## 2.6 Termination

### 2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing.
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice"<sup>9</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;



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- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Institution investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Institution’s inspection and audit rights provided for under para. 1.14 (e) of the Institution’s Procurement Guidelines.

### 2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### 2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;



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- (b) Except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract including the cost of the return travel of the Personnel.

### 3. Obligations of the Service Provider

#### 3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties

#### 3.2 Conflict of Interests

##### 3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

##### 3.2.2 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC.**



### 3.3 Confidentiality

The Service Provider and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the university, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

### 3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### 3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in Writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) changing the Program of activities; and
- (c) Any other action that may be **specified in the SCC**.

### 3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### 3.7 Liquidated Damages

#### 3.7.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.



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### 3.7.2 Correction for Over- payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub- Clause 6.5.

### 3.7.3 Lack of performance penalty

If the Service Provider has not corrected a defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

### 3.8 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

## 4. Service Provider's Personnel

### 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, criminal history of individuals engaged, experience shall be the responsibility of service provider.

### 4.2 Removal and Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.



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(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

### 5. Obligations of the Employer

#### 5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

#### 5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

### 6. Payments to the Service Provider

#### 6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed maximum 15% of the Contract Price as per KPPRA rules in vogue and shall be a fixed lump-sum including all other costs incurred by the Service Provider in carrying out the Services described in annexure-A. Except as provided in Sub- Clause 5.2.

#### 6.2 Contract Price.

(a) The price payable in local currency is **set forth in the SCC**

#### 6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

#### 6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment will not be made. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due within one week time.



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### 6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond seven (07) days after the due date stated in the SCC, no interest shall be paid to the Service Provider.

### 6.6 Day works

If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

The Service Provider shall be paid for Day works subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

## 7. Quality Control

### 7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

### 7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## 8. Settlement of Disputes



## 8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

## 8.2 Dispute Settlement

**8.2.1** If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

**8.2.2** The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of dispute.

**8.2.3** The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

**8.2.4** The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

**8.2.5** Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; the Employer and the Service Provider will jointly appoint a new Adjudicator. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.



Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	KP-PPRA Rules 2014 and other applicable law of Khyber Pakhtunkhwa and Pakistan.
1.1(a)	The contract name is <b>“Human Resource Staff (Ground, Gardens and Sanitations ) for UET-Mardan”</b>
1.1(b)	The Employer is <b>University of Engineering and Technology Mardan, Khyber Pakhtunkhwa.</b>
1.1(c)	The Member in Charge is Registrar, UET-Mardan
1.2	The language is <b>“English”</b>
1.3	Registrar, UET-Mardan shall sign contract Agreement of behalf of University
1.4	<b>University of Engineering and Technology Mardan, Khyber Pakhtunkhwa</b>
2.1	The date on which this Contract shall come into effect is the date of signing of the contract.
2.2	The Starting Date for the commencement of Services is the date of signing of the contract
2.3	The Intended Completion Date is Three (03) years.
2.4	In case of satisfactory performance, the institution may extend the contract for another one year with mutual consent and agreed terms and conditions.
2.5	The payment shall be made within 07 days subject to the condition of availability of budget. Payment shall be made through cross cheque in the name of firm after deduction of all applicable taxes.
2.6	Activities prohibited after termination of this Contract are: <b>Access to the sites, use of data collected, use of the tools / applications provided etc.</b>
2.7	The liquidated damages rate is 0.5 % per week of the total contract value. The maximum amount of liquidated damages for the whole contract is 10%percent of the final Contract value.
2.8	The successful firm shall deposit 10% of the contract value comprising (whole year cost) as per KPPRA rules, 2014.



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<b>2.9</b>	The amount in local currency is <b>PKR</b> .
<b>3.0</b>	Payments shall be made according to the following schedule: <ul style="list-style-type: none"><li>• No mobilization / advance payment shall be made.</li><li>• Payment shall be within 07 days of every month subject to the availability of funds.</li></ul> Payment shall be made upon producing of invoice along with, attendance sheet as per actual attendance of the staff.
<b>3.1</b>	Payment shall be made within 07 days of receipt of the invoice subject to the availability of funds and the relevant documents.
<b>3.2</b>	The principle and modalities of inspection of the Services by the Employer are as follows: Administrative Officer will be the focal person from UET Mardan; However, Treasurer, Registrar and Vice Chancellor or their nominee may inspect the staff deputed for their assigned duties.
<b>3.3</b>	The arbitration procedures of <b>Arbitration Act 1940</b> will be used

### 9. BID SECURITY / PERFORMANCE GUARANTEE:

1. Bids must be accompanied with the bid security of an amounting to Rs. 300,000/- (Three Hundred Thousand Only) in the form of Call Deposit / Bank Draft (refundable) drawn in favor of "Treasurer, UET Mardan".
2. Bid security of the successful bidder will be released after submission of Performance Guarantee.
3. The bid security may be forfeited:
  - i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - ii) In the case of a successful Bidder, if the Bidder fails to sign the contract or to furnish performance Guarantee.
4. Successful Bidder will have to furnish a performance bond equal to 10% of the annual contract value (inclusive GST) as performance security as per KPPRA Rules, 2014 in favor of the Treasurer, UET Mardan before entering into contract valid for three years from the date of signing of contract.



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### 3.BID VALIDITY:

5. The bids should be valid for a period of Ninety (90) Days from the date of opening.
6. In exceptional circumstances, UET Mardan may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.



The prime duties of the workers provided by the service provider will be as per following details:-

<b>S.No</b>	<b>Category of Worker</b>	<b>Job Description/Responsibilities</b>
02	Mali	<b>Ground and Garden</b>
03	Sweeper	<b>Sanitary works</b>



**Bill of Quantities (Job Description)**

<b><u>S.No</u></b>	<b>Category worker</b>	<b>of</b>	<b>Quantity</b>
1	Sweepers		06
2	Mali		06



Financial Proposal

<b>S.No</b>	<b>Category worker</b>	<b>of</b>	<b>Quantity</b>	<b>Rates offered per unit</b>	<b>Total Rates offered (Including all applicable taxis)</b>
1	Supervisor		02		
1	Sweepers		20		
2	Mali		20		



## EVALUATION & COMPARISON OF BIDS

### TECHNICAL BIDS.

1. The UET Mardan will evaluate and compare the bids which have been determined to be substantially responsive.
2. The Institution shall evaluate the proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
3. Bids shall be evaluated against the given criteria mentioned in the Bid Solicitation Documents.
4. Qualification Marks in technical bid shall be 50 out of 100 marks.

### FINANCIAL BIDS.

1. **The Lowest Offer will be accepted, meeting the quality needs and ensuring Value for Money (VFM).**
2. The bidder shall quote the “Final Price” per person including minimum wage and all other taxes / deductions etc. All applicable consumables items equipment/machines etc will be provided by UET Mardan.
3. The price quoted by the bidder shall be considered as “Final Price” and NO hidden / extra charges shall be claimed by the successful bidder(s).
4. Bid security shall be forfeited, if a bidder withdraws his bid within the validity period.
5. In case of a successful bidder, who repudiates the contract or fails to furnish performance guarantee and as the case may be shall proceed for blacklisting and the work order will be placed to the Next Successful Bidder or from the alternative sources at the cost/risk of the concerned firm.



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### TECHNIAL EVALUATION CRITERIA

S #	Description	Marks Allocation (Maximum)
<b>Experience Record</b>		
1.	Two completed projects of same nature (manpower services / human resource management in <b>Public Sector department</b> of public access buildings with covered area of 20,000 sq feet or more) and having financial value of at least Rs. 2.5 million per annum each. 10 marks for each project.	<b>20</b>
2.	Two Ongoing projects of same nature (manpower services / human resource management in <b>Public Sector department</b> of public access buildings with covered area of 20,000 sq feet or more) and having financial value of at least Rs. 2.5 million per annum each. 10 marks for each project.	<b>20</b>
3.	Satisfactory Report from previous clients / past performance certificates (Each Certificate 3 marks)	<b>15</b>
4.	Proven experience (through purchase order, contract) of provision of manpower services / human resource management to public sector departments <ul style="list-style-type: none"> <li>• More than 200 workers: 15 Marks</li> <li>• Above 101 workers to 199 workers: 10 Marks</li> <li>• Less than 100 workers: 05 marks</li> </ul>	<b>15</b>
<b>Financial Record</b>		
5.	<b>Annual Services Receipts over the last three financial years (Financial Year 2022-23, 2021-22 and 2020-21) (PKR)</b> <ul style="list-style-type: none"> <li>• Above 50 Million: 15 Marks</li> <li>• Above 30 Million: 10 Marks</li> <li>• Less than 30 Million: 05 Marks</li> </ul> Income Statement, Balance Sheet for the last three years duly verified by Chartered Accountant firm.	<b>15</b>
6.	List of at least 100 workers registered with EOBI	<b>5</b>
7.	List of at least 100 workers registered with ESSI	<b>5</b>
8.	Office Location: <ul style="list-style-type: none"> <li>Local office in Mardan 05 Marks</li> <li>Office in Peshawar or anywhere else 03 Marks</li> </ul>	<b>5</b>
<b>Total Marks</b>		<b>100</b>

- ✓ Contract shall be awarded to the firm quoted lowest rates including applicable taxes and duties.



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### SCOPE OF WORK / SERVICES: -

The scope of services of the bidder shall broadly be as follows, but not be limited to:

1. Provision of staff (Janitors, Gardner's, Peon and other support staff) for smooth functioning of day to day affairs of this institution.

#### **B. WORK PERFORMANCE STATEMENT: -**

1. The bidder shall plan, organize, coordinate, manage and supervise its personnel and other essential resources required to perform a comprehensive manpower services / human resource management contract with the UET Mardan.
2. The bidder shall, in coordination with UET Mardan, prepare and submit the work program and task schedules for the implementation of the required services not later than 30 calendar days from start of Contract. These service schedules and activities may be revised from time to time to improve performance and efficiency depending on the current needs of UET Mardan.
3. The bidder shall maintain daily logs, checklist, records and reports on the performance of the services and shall make these available anytime to UET for its inspection.
4. Safe space for establishing liaison office shall be provided by the UET Mardan.
5. Staff provided by the Firm should be skilled, and fully experienced.
6. Firm shall abide by UET's rules and regulations. The firm will abide by Pakistan laws that may be applicable and enforced from time to time concerning to this agreement.
7. Administration of the UET will inspect and test all services mentioned in the agreement, to the extent practicable at all times during the terms of this agreement.
8. Firm shall be obliged to remove any of his employees from duty, if desired by the UET and provide replacement immediately.
9. All Firm staff shall be courteous at all times and follow instructions: -.
10. i. Arrive at the work site as per the agreed timings or as necessary to complete the job. (Timing to be decided with mutual consent), however at least one person be deputed till the presence of head of the department in the office.
11. The bidder shall also ensure required vaccination of their workers as per need.

All Firm staff shall NOT:



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- Smoke at the work site.
  - Arrive at the work site under the influence of alcohol.
  - Drink alcoholic beverages on the job.
  - Indulge in Political discussions or arguments.
  - Participate in any political activity, protest demonstrations or sit-ins etc
  - Cause any disturbance in smooth operation of the office.
  - Violate harassment policy of UET Mardan.
12. Firm shall not assign or sublet this agreement or any part thereof or any benefit or interest therein or there under, to any other Firm.
13. Firm employees / persons shall submit to a security check on entry and exit from the premises. However this shall not discharge them from the responsibility of any missing object cash or otherwise. If any person is caught red handed in the process of stealing, the matter should immediately be informed to the Firms office who will take action accordingly; otherwise the UET Mardan may take suitable legal action.
14. Firm as well as his appointed staff / persons shall carry out such instructions as may be issued from time to time by the authorized officers of UET Mardan pursuant to the terms of this contract.
15. UET Mardan will not be responsible for the death, electrocution, injury, invalidity illness or other harmful condition if happens to the employee of the Firm during performance of duties. The UET Mardan will not pay any sum in the shape of compensation to the worker of Firm. The Firm will be responsible to shift his worker in case of injury to medical aid at his own sources and will provide first aid at the spot.
16. Firm undertakes to take action against his worker who are found involved in theft, illegal activities misbehavior etc. The UET Mardan will be at liberty to take lawful action against Firm as well as his employee on account of above reasons.
17. In case of poor services / non-compliance on the gaps reported to contractor, the penalty may be fixed as per KP-PPRA Rules 2014.
- 6. UNIFORM: -**
1. Firm will also arrange the Uniform at his own cost. The uniform shall be in conformity with UET Mardan approved sample/standard and shall have UET monogram with marking "Firm Staff" on front pocket of the shirt. UET Mardan will provide only sample of monogram to the firm (Image).



**7. Statement of Requirement / Hiring of Staff:-**

**The bidder must quote price for each Janitor, Gardner, Peon and other support staff.**

1. The staff hired by the Firm shall be of well repute and not involved into subversive activities or implicated in crime.
2. A certificate (**clearance certificate from respective Police Station**) to this effect will be provided by Firm for every person employed by him.
3. Medical Certificate of all the staff will also be provided at the time of contract / initiating of services.
4. He will declare their identification before entry into the premises of the UET distinctive in uniform displaying I.D. Card of the Firm on the chest.
5. The Bio Data and antecedents of these employees will be provided to UET Mardan at the time of Contract.
6. The firm will immediately inform to UET in time, in case of hiring and firing of its staff during the contract period.
7. The firm will provide replacement of staff in case of absentee.
8. Supervisors should be qualified and having relevant experienced.
9. During the contract period, in case of any need arising, UET Mardan may increase or decrease the number of workers in light of the KPPRA rules.

**Award of Contract: -**

- i. This agreement shall take effect from the date of signing of contract and shall be valid for a period of one year from the effective date. The same can be further extended on same terms and conditions subject to satisfactory performance for another equal term on mutual consent of both the parties maximum for a three years..
- ii. Probation period for this assignment will be 45 days and no payment shall be released during this period, however after satisfactory performance by the bidder payment shall be released or otherwise.
- iii. This Agreement may be terminated by either party upon giving 30 days' notice in writing to the other party.



**BID SECURITY FORM**

Whereas *name of the Bidder* (hereinafter called “the Bidder”) has submitted its bid dated *date of submission of bid* for the supply of *name and/or description of the goods* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *name of bank* of Pakistan, having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring entity during the period of bid validity:
  - a. fails or refuses to execute the Contract Form, if required; or
  - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

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*[signature of the bank]*



PERFORMANCE SECURITY FORM

To: Treasurer, University of Engineering and Technology, Mardan

WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [Reference number of the contract] dated / /2024 to provide services (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_2024.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]



# University of Engineering and Technology, Mardan

## DRAFT CONTRACT

### Manpower Services / Human Resource Management at UET Mardan

This contract is made on and agreed today on **Date** between **University of Engineering and Technology, Mardan**, Khyber Pakhtunkhwa (*hereinafter referred to as the Procuring Entity or the first party*) and **Contractor Name** having its registered office at **address** through **Owner / Representative** Designation Contractor / Owner, **CNIC No.** (*hereinafter referred to as the Service Provider, the firm or the second party or he, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s*) that: WHEREAS the Procuring Entity has made a bidding competition for selection of Contractor / Service Provider for Manpower Services / Human Resource Management, (*hereinafter referred to as services*). The *Procuring Entity & Contractor* are collectively called the "parties".

*Now the parties in this contract agree to the following:*

**The CONTRACT:** The following documents shall be deemed to form and be read in construed as integral part of this contract, viz:

- a. Bid Solicitation Documents
- b. Notice Inviting Tender
- c. Work Order

**WHEREAS:** the UET Mardan is interested to hire the services for Manpower Services / Human Resource Management at its main campus on the following terms & conditions;

**NOW**, therefore, the parties agree as under:-

1. The contract is being awarded for a period of **Three years**, **Date** and will remain effective till **Date**.
2. The service provider will furnish performance bond of 10% of the annual contract value as per the KPPRA Rules, 2014 in favor of the UET Mardan.
3. The service provider shall be bound to provide **Number of Janitors** for ensuring efficient services excluding all requisite consumables / equipment / machinery.
4. The firm will receive an amount of **PKR XXXX** as service charges on monthly basis, after deduction of all applicable taxes.
5. All the consumables / equipment / machinery will be provided by this institution.
6. Payment will be made directly through crossed cheque on production of invoice / bill on monthly basis by the firm and the payment will be made within 07 days of the submission of invoice.
7. The service provider will provide skilled and competent staff along with proper uniform.



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8. The service provider shall abide by UET's rules and regulations. He will abide by Pakistan laws that may be applicable and enforced from time to time concerning to this contract.
9. The service provider will not sublet the contract to another / or third party, if violated, the university administration reserves the right to cancel the contract without issuance of warning letter/prior notice.
10. In case of any dispute, the decision of the Vice Chancellor will be final and binding.
11. The service provider as well as his appointed staff / persons shall carry out such instructions as may be issued from time to time by the authorized officers of UET pursuant to the terms of this contract.
12. UET Mardan will not be responsible for the death, electrocution, injury, invalidity illness or other harmful condition if happens to the employee of the firm during performance of cleaning work in the premises. The UET will not pay any sum in the shape of compensation to the worker of Firm. The firm will be responsible to shift his worker in case of injury to medical aid at his own sources and will provide first aid at the spot.
13. The service provider undertakes to take action against his employees who are found involved in theft, illegal activities misbehavior etc. The UET will be at liberty to take lawful action against the firm as well as his employee on account of above reasons.
14. The security staff of UET is liable to search bodily all the staff of Firm entering into and leaving the premises of work under contract. That his employee will only enter through the gates designated for entry and exit of the building.
15. The service provider as well as his appointed staff / persons shall carry out such instructions as may be issued from time to time by the authorized officers of UET pursuant to the terms of this contract.
16. This contract can be further extended for another equal terms on satisfactory performance and mutual consent of the parties as per the rules and regulations (including wages, taxation etc.) laid down by the government and being revised from time to time.
17. This contract is prepared in two original copies, one each for either party.

In witness whereof, the parties to this contract have here into set their hand on the day and year written above.

**For and on Behalf of  
(Second Party)**

Name: Mr.  
CNIC:

Witness 1 of the 'Second Party'

Signature:

**For and on Behalf of UET Mardan,  
(First Party)**

Registrar  
UET Mardan,

Witness 2 of the 'First Party'

Signature:



# University of Engineering and Technology, Mardan

Name:-----

Name:-----

CNIC:-----

CNIC:-----

**Annexure-I**

**Important Note:**



## University of Engineering and Technology, Mardan

All the bidders must submit the original affidavit on non-judicial stamp paper of Rs. 100/- (Rs. One Hundred) attached with technical bid at the time of bid submission on the following format.

### **AFFIDAVIT / UNDERTAKING**

I, \_\_\_\_\_ Owners / Director / Legal Attorney / Accredited representative of M/s \_\_\_\_\_, solemnly declare that,

1. M/s \_\_\_\_\_ have read the contents of the Bidding Document and have fully understood it.
2. That the financial instruments, statements of facts, data and documents being submitted by M/s \_\_\_\_\_ for the Tender vide NIT No \_\_\_\_\_ dated \_\_\_\_\_ are true, genuine and correct.
3. Undertakes that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
4. M/s \_\_\_\_\_ is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.
5. Bid Security (in original) is placed in the financial bid.
6. In case we fail to comply any of the aforesaid conditions or the documents submitted by M/s \_\_\_\_\_ is found false/forged, our tender will be cancelled forfeiting the Bid Security amount and debarring us from participation in future tenders of University of Engineering and Technology Mardan, Khyber Pakhtunkhwa, for a period of one year.

**Signature with Seal of the Deponent (bidder)**