

UNIVERSITY MAIN STORE

THE UNIVERSITY OF AGRICULTURE, PESHAWAR



3RD TIME TENDER NOTICE

(Leasing of Feed Mill)

Sealed bids are invited from the firms registered with Income Tax, Sales Tax Departments and KPPRA Revenue Authority for **Leasing of Feed Mill** of the University of Agriculture Peshawar. Tender document, which include description of Feed Mill, assets and space detail, terms & conditions and lease agreement can be downloaded from the UAP website (www.aup.edu.pk) or KPPRA website (www.kppra.gov.pk) or it may be obtained from the office of undersigned. Tender document fee (Rs.2,500/- non-refundable) should be deposited in Account No. 014870001423801 at Habib Bank Limited (HBL), Agriculture University Shopping Centre Branch, Peshawar. Original receipt of tender document fee must be attached with the bid and no online tender fee transaction through apps will be accepted. The bids along with Bid Security (Rs.1,000,000/- refundable) in favour of Treasurer should reach the office of undersigned by Post/Courier on or before 28.11.2024 by 11:00 am. The bids will be opened on the same day at 11:30 am in University Main Store, in the presence of bidders or their authorized representatives. In case, the Government declared holiday, the bid will be submitted and opened on the next working day. The bidders are requested to give their best and final prices as no negotiations are expected.

Store Officer
091-9221304-11

BIDDING DOCUMENT

**LEASING OF FEED MILL OF THE UNIVERSITY OF
AGRICULTURE PESHAWAR**

3RD TIME TENDER DOCUMENT

ADVERTISED ON 13-11-2024



**THE UNIVERSITY OF AGRICULTURE PESHAWAR
KHYBER PAKHTUNKHWA**

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INSTRUCTIONS TO BIDDERS

These directions are provided to assist the bidders in preparing and submitting their tender. The tender shall contain all information and data required to be furnished and shall be prepared and submitted in accordance with the instructions set forth herein.

- a) **Single Stage, Two Envelopes** (A & B) bidding procedure shall be used for leasing of feed mill.
- b) Envelope A should contain Technical Proposal and Envelope B should contain Financial Proposal. List of documents to include in each envelope is provided in Checklist section of the bidding document.
- c) The envelopes shall be marked as **Technical Proposal** and **Financial Proposal** in bold and legible letters to avoid confusion.
- d) The bidders must submit the proposals in sealed envelopes by post/courier and as per specified procurement method.
- e) By hand / conditional / incomplete tenders will not be accepted.
- f) The proposal shall preferably be typed in English.
- g) The proposals must contain a cover letter on the bidder's letterhead, duly stamped by authorized representative.
- h) The envelope(s) should contain the name address and contact details of the addressee and the addressors.
- i) Cutting/corrections or overwriting in the quoted price (s) will not be accepted.
- j) Telephonic / telexed / faxed / telegraphic quotations will not be entertained.
- k) The bid shall contain income tax and sales tax registration certificates and KPRA registration.
- l) The bids should be in accordance with enclosed terms and condition.
- m) The quotation must carry the authorized signatures of the representative of the bidder.
- n) The bidder shall submit the original tender documents completed in all respects and keep a copy of the tender for his own record.
- o) The bidder shall submit an affidavit that it has not been blacklisted.
- p) Submit statement of any history of past or ongoing litigations.
- q) The bidder will deposit bid security money with leasing entity equal to (Rs.100000/-, non-refundable) along with the bid.
- r) No bids in any case shall be accepted after the deadline.
- s) The bidder will not be reimbursed for any costs of any kind, whatsoever, incurred in connection with the preparation and submission of this tender.
- t) The University may reject one or all such bids, which are vague (in terms of financial proposal) or does not adhere to these instructions.
- u) The University may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- v) In case, the Government declared holiday, the bid will be submitted and opened on the next working day. The bidders are requested to give their best and final offer as no negotiation are expected.

GENERAL TERMS AND CONDITIONS

Bidders are requested to read carefully the following terms and conditions and sign the Tender Form in token of having understood and accepted the same in all respects. They are also requested to submit the bid (s) complete in all respects. The quote(s) must be accompanied with a bid security valuing (Rs.1000000/- refundable). Tender without bid security CDR/call deposit will be out-rightly rejected.

- a) The bidder must be registered with the Income Tax, Sales Tax Authorities and KPRA registered
- b) The request for quotation is non-transferable.
- c) Quotations must be submitted on or before the given time and date to the officer-designate for the purpose. No late quotation for any reason what soever, will be considered.
- d) The bidders must submit Non-Black List Certificate (confirming that bidder has never been black listed by any Government/Semi Government Organization) along with their offer, failing which their offer will be rejected.
- e) The bidder will must provide **Indemnity Bond** (if any) on Judicial Stamp Paper.
- f) A performance security of (Rs.1,000,000/-) or amount equal to one year rent.
- m) Under Section-47 of KPPRA Rules 2014, the University reserves the right to accept or reject any or all bids with valid reason(s).

OTHER CONDITIONS OF CONTRACT

A. Sub-Letting Contract

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

B. Bribes Commission Etc.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with University, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation; and the University shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract.

C. Force Majeure

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

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

D. Dispute Resolution

The University shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPPRA Rules

2014.If a bidder is not satisfied with the decision of the Committee, he may take recourse to the KPPRA.

E. Applicable Laws

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPPRA Rules 2014.

BID FORM / QUOTATION

Tender No. 32-281-2024

Dated: 13-11-2024

To

Store Officer,
The University of Agriculture
Peshawar

Dear Sir,

Having examined the bidding document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to bid for the leasing of Feed Mill of the University of Agriculture Peshawar in conformity with the bidding document for the sum of _____.

We undertake, if our Bid is accepted, to make payments as per terms and condition of Lease Agreement.

We enclose herewith a sum of Rs. _____ vide Call Deposit Receipt (CDR) No. _____ dated _____ as bid security, the full value of which will absolutely be forfeited to the Vice Chancellor, The University of Agriculture Peshawar or his successor, in case we default on the Lease Agreement for and which shall otherwise along with the percentage deducted as specified above be retained by the University of Agriculture, Peshawar unless the tendering procedure has been finalized as per Conditions of the Contract under the rules.

This Bidding Document, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 2024.

[Signature]

[In the capacity of]

DOCUMENT CHECKLIST

Please enclose the following documents with your bid.

| S. No. | Document Attached | Yes | No |
|---------------------------------------|--|------------|-----------|
| Envelope A: Technical Proposal | | | |
| 1. | Cover Letter | | |
| 2. | Firm's Profile including firm's introduction, detail of products and services, detail of employees, financial information, testimonials / list of clients etc. | | |
| 3. | A copy of Income Tax Registration Certificate | | |
| 4. | A copy of Active Taxpayer Certificate | | |
| 5. | A copy of Sale Tax Registration Certificate | | |
| 6. | Non-Blacklisted Certificate on Judicial Stamp Paper. | | |
| 7. | A certificate confirming inclusion of required bid security in the Financial Proposal on Stamp Paper | | |
| 8. | Original Bank Receipt of Tender Document Fee | | |
| 9. | A copy of KAPRA registration | | |
| Envelope B: Financial Proposal | | | |
| 1. | Cover Letter | | |
| 2. | Bid Form / Quotation duly filled, signed and sealed on official letter head of the firm | | |
| 3. | Bid Security (Rs.100,000/). in form of CDR | | |

LEASE AGREEMENT

for

Feed Mill, The University of Agriculture Peshawar

This lease agreement is made at the University of Agriculture Peshawar on2024
between

The University of Agriculture Peshawar - Pakistan (the Lessor)

and

MS..... (The Lessee)

PURPOSE AND BACKGROUND

Purpose of the contract is to document the formalities and agreements made between the two parties reached on the leasing process of the Feed Mill The University of Agriculture, Peshawar, Pakistan. This agreement of leasing out the Mill to a private partner is viewed as an excellent model for boosting up industrialization in the Livestock sector. This agreement will further attract the private sector to the Livestock business.

The Mill is automated and of high rated capacity (05 tons/hr) and comprises of weigh scale, raw material room, two grinders, ten raw material bins, mixer, number of sensors, electric motors, control room and manufacturing room, separated from the Animal Nutrition Laboratories through a separate gate and open space adjacent to the Feed Mill. The Department of Animal Nutrition will make technical inventory of the equipment and other parts of the mill before it is leased out.

On the recommendation of the committee constituted for leasing out the Feed Mill and approval of the Competent Authority, The Feed Mill is hereby leased out to MS. XYZ..... This document is an attempt to cover the minute details and issues in order to avoid ambiguity and conflict in future between the two parties.

1. The University of Agriculture, Peshawar - Pakistan (here, in after referred to as Lessor) is the third oldest Agricultural University at national level in public sector. It offers professional education courses leading to B.Sc (Hons), M.Sc (Hons) and PhD degrees in Agriculture, Animal Sciences, Rural Social Sciences and MS degree in Management Sciences and Computer sciences. An extensive research work is also being carried out in the university by the faculty and students. The University got established through an Ordinance “the Agricultural University, Peshawar Ordinance, 1981” (Ord. No: 1 of 1981) raising the status of the Faculty of Agriculture to Agriculture University. The University works under two categories, one can be termed as educational and research which is managed and established through six Deans of faculties. Industrial Linkages has been an emerging activity of the University covering training of farmers and consultancy in

establishing businesses of similar nature. It is pertinent to mention that all the expenses being incurred are open to audit at both internal as well as external levels, being made at the University. The Faculty of Animal Husbandry and Veterinary Sciences (FAHVS) has succeeded in initiating activities of industrial importance like dairy and meat production, poultry, eggs, quality feed production, University's Veterinary Hospital and Pharmacy Shop. Based on the above facts the University offers the Feed Mill for leasing to a private party.

2. MS.....[Introduction of Lessee]

MS..... will provide free access to all facilities for practical demonstrations that will help broadening the vision of the students and improve their skills in the field of Nutrition and Animal Sciences. Similarly, MS.....may take the advice and expertise of the faculty available in the University on payment basis.

IT IS AGREED BY THE PARTIES as follows:

I. Product of the Mill

The Mill will only be used for production of compound feed and related sub-processes. The Mill will not be used for any kind of unrelated and unlawful activities.

II. Assets and Space

It is agreed between the parties that the assets and space included in the lease agreement are;

- a. The Feed Mill
- b. The Store
- c. Weigh scale
- d. Raw material room
- e. Finished products room
- f. An office with attached bath
- g. Electric Transformer (electricity meter reading as on day of signing Contract is (.....))
- h. Open Space adjacent to the Feed Mill (to be demarcated by Director Administration with consultation of Chairman Animal Nutrition)

Detailed inventory of the assets, items and tools duly signed by the parties is annexed herewith.

III. Focal Person at the University:

The Dean Faculty of FAHVS will nominate a faculty member from the Department of Animal Nutrition in consultation with Chairman Animal Nutrition as a Focal Point for the Feed Mill and for managing this deed. The lessee will keep the Focal Person in loop in day-to-day operation and correspondence between the parties. The Focal Person will supervise all the activities carried out at the Feed Mill and will submit monthly report on a prescribed

proforma to the Technical Review Committee. The Focal Person will be paid additional duty allowance as per University rules.

IV. Lease Agreement Period

This Lease Agreement will be effective for five (05) years from the date of signing the contract on “as it is” basis subject to annual review by a special Technical Committee, comprising of Dean FAHVS, Chairman Animal Nutrition, Director Finance, Director Audit, DOW, Focal point, and Chairman Mechanization; unless either of the parties withdraws as per Clause-VIII of this contract document. Moreover, no franchising and subletting of any kind will be allowed and will be treated as unlawful and will result in to the termination of the contract unless a written permission is obtained from the lessor in advance.

V. Lease Amount and Payments Schedule

- a. The Mill is hereby leased out on amount of Rs...../annum with an annual 10% increase on the gross amount for the 1st five (05) years, and 15% yearly increase for the subsequent five (05) years, if extended.
- b. The yearly lease amount will be payable in advance for the relevant year. Details of the payments are as under:

| S. No. | Year | % Increase (Yearly) | Lease Annual Rentals (Rs.) | Lease Six months Rentals 1st (Rs. Advance) | Lease Six months Rentals 2nd (Rs. Advance) |
|--------|------------------|---------------------|----------------------------|--|--|
| 1 | 1 st | 0 | | | |
| 2 | 2 nd | 10% | | | |
| 3 | 3 rd | 10% | | | |
| 4 | 4 th | 10% | | | |
| 5 | 5 th | 10% | | | |
| 6 | 6 th | 15% | | | |
| 7 | 7 th | 15% | | | |
| 8 | 8 th | 15% | | | |
| 9 | 9 th | 15% | | | |
| 10 | 10 th | 15% | | | |

VI. Repair and Maintenance and Security of the Mill and its Premises

All repairs, replacements or substitution of the parts or components of the leased assets necessitated due to normal usage shall be at the Lessee’s cost and risk. Alteration in the facility and premises of any kind shall be subject to prior approval of the competent authority on the recommendation of the focal person and Technical review committee.

VII. Utility Bills

All kind of utility bills, utility service/repair and operational expenditures incurred during the contract period will be paid by the lessee on monthly basis with a copy of the paid bill to be presented to Director Finance UAP, through the focal person. In case of termination the lessee will have to clear all pending bills/ claims.

VIII. Termination of Contract

The contract can be terminated by either side subject to the condition that the parties will give 03 months prior notice.

IX. Penalties

In case the lessee backs out from the contract, the financial security retained in form of Bank Guarantee amounting to Rs...../- (Rupees.....) and the advance lease amount of the relevant period will be stand forfeited.

[A bank guarantee inclusive of one year lease rentals and average tentative utility bills will be obtained from the lessee to secure financial risks of the University.]

X. Financial Security

The University (Lessor) will retain financial security of Rs...../- (equal to 1st year lease rentals plus utility bill) after signing the contract in form of bank guarantee/bond in the name of Director Finance of the University. Moreover, the lessee will provide a bank guarantee valid for the period of contract for the assets enlisted at Clause-II and the inventory list (annexed herewith) of this agreement which would be invocable in case of any defaults/cancellation of lease agreement or clearance of utility bills etc.

XI. Grace Period

The 1st two (02) months (from the date of signing of this agreement) will be granted as grace period for rent only to the Lessee for operationalization of Machinery, identification of supply chain for the raw products and development of marketing network for the products of Feed Mill, for which the lessor will claim no rent. However, rest of the conditions shall remain operative. Moreover, the lessee would be sole responsible for BMR (Balancing, Modernization, Replacement) of machinery as and when need arises.

XII. Access to the Mill

The students, researchers and trainees in presence of their supervisors will have access to the Mill to conduct their experiments, data collection and formulation in the Feed Mill for compulsory/elective academic activities of the University on prior notice through focal person.

XIII. Use of Logo and University Name

The Lessee shall not be allowed to use the University's name and logo on its products, processes and in marketing activity without formal permission of the competent authority. It is a subject of a separate agreement which shall be dealt with according to the terms and conditions settled therein.

XIV. Use of Relevant Labs

The Lessee will be allowed to use the relevant laboratories of Animal Nutrition Department as and when required by ensuring the availability of experts and the chemical on his own expenses subject to prior written request to the relevant authorities through focal person, stating the purpose and procedure of the tests and experimentation. Such tests will be allowed

only for analysis of the product (feed) and raw products on payment as per University/Government rates.

XV. Provision of Feed to the University's Dairy Farm

The lessee will provide feed (on production cost) to the University's Dairy Farm as and when needed.

XVI. Security, Safety of the workers and Insurance of the Assets of the Feed Mill

- a. The lessee will be responsible to provide all kind of security to the assets of the Mill during the lease period. Any mishap to assets of the Mill will be the sole responsibility of the lessee.
- b. Safety and welfare of the workers of the Mill will be the responsibility of the Lessee as per law of the land.
- c. The assets of the Mill will be insured by the lessee in the best interest of the public.

XVII. Taxes and Book-keeping of Financial Record

- a. The Lessee will be responsible for all types of Taxes and liabilities incurred on the products and process of the Mill during the entire contract period.
- b. The lessee will maintain separate registers of the financial record for external bodies i.e.FBR etc.

XVIII. Correspondence between the Parties

During the Lease period the correspondence between the parties shall be in writing made through the Focal Person addressed to the relevant authority of the University.

XIX. Arbitration

If and when any dispute arise between the parties i.e. lessor and lessee and the mechanism to resolve the dispute mutually agreed between both the parties prior to litigation. However, the decision of the Vice Chancellor (in intimation of the Syndicate if required) would be final and binding on both the parties.

XX. Quality of the Feed

Quality of the product (feed) will be the sole responsibility of the lessee as per government standards and the University will not be responsible for any claims from any quarter.

XXI. Return of Leased Assets

On termination or completion of the lease contract period all immovable assets and machinery will remain the property of the University. These assets will also include all those immovable alterations and additions made by the lessee during the period of contract.

XXII. Provision of Entry Gate for the Lessee

As the West Gate of the University near the Veterinary Hospital at Nasir Bagh Road is closed due to security reason, the lessee will use the Palosi/Forest Bazar gate as alternate for bringing the raw material and disposal of products.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be duly executed on the date and year afore-mentioned.

For and on behalf of
MS _____
(Lessee)
CNIC # _____
.....(/ /2024)

For and on behalf of
Prof. Dr. Jehan Bakht, Vice Chancellor,
The University of Agriculture Peshawar
(Lessor)
CNIC # _____
.....(/ /2024)

WITNESS #1:
Name _____
CNIC# _____

WITNESS #2:
Name _____
CNIC# _____

CHECKLIST

Please enclosed the following documents with your bid.

| S. No. | Document Attached | Yes | No |
|---------------|---|------------|-----------|
| 1 | Original Bank Receipt of Tender Document Fee | | |
| 2 | Bid Security (1,000,000/-) in the form of CDR | | |
| 3 | Cover Letter | | |
| 4 | Bid form duly filled, signed and sealed | | |
| 5 | Bid Schedule/ Quotation | | |
| 6 | A copy of income Tax Registration Certificate along with ATL list | | |
| 7 | A copy of Sale Tax Registration Certificate, KPPRA Revenue Authority Registration (if required) | | |
| 8 | | | |

