`

ABDUL WALI KHAN UNIVERSITY MARDAN

TENDER NOTICE

Abdul Wali Khan University Mardan invites bids through the e-Pak Acquisition and Disposal System (EPADS) registered with the relevant tax authorities (FBR, etc.), appearing on the Active Taxpayers List (ATL) for Income Tax and Sales Tax, and registered with the Khyber Pakhtunkhwa Revenue Authority (KPRA), where applicable for the Procurement of Sports Items for Directorate of Sports and Lab Equipment for Department of Geology under NRPU Project, as per the following details:

S.#	Name of Jobs	Procurement Method	Deadline for Bid SubmissionDate and Time	Bid OpeningDate and Time
01	Tender for Purchase Sports Items for Directorate of Sports AWKUM	Single Stage Single Envelope	23-11- 2026 10:00 AM	23-11- 2026 11:00 AM
02	Purchase of Lab Equipment for Department of Geology AWKUM Under NRPU Project	Single Stage Two Envelope	23-11- 2026 10:15 AM	23-11- 2026 11:15AM

Terms & Conditions

1. The eligible firms/companies shall submit separate Technical and Financial Bids through the e- Pak Acquisition and Disposal System (EPADS) at www.kp.eprocure.gov.pk as per procurement method mentioned against each job.
2. The bids must be accompanied by a Bid Security/Earnest Money equivalent to 2% of the quoted bid cost, in the shape of a Call Deposit Receipt (CDR) issued by any scheduled bank of Pakistan, in favor of the Treasurer, Abdul Wali Khan University Mardan. The original Call Deposit Receipt shall be submitted in accordance with the EPADS requirements.
3. Tender document must accompany Demand Draft/Pay Order of **Rs. 3,000/-** (Non-Refundable) as a tender document fee in favor of Treasurer AWKUM.

All tender applications must be submitted via EPADS by the firms. The Demand Draft/Pay Order for the tender fee and the 2% Call Deposit Receipt (CDR) must be submitted physically to the Procurement Office. Scanned copies must also be uploaded on EPADS along with the bid.

Procurement Officer
Abdul Wali Khan University Mardan
Tel. No. 0937- 920868
Email: procurement@awkum.edu.pk

SIGNATURE AND STAMP OF BIDDER

_____

Office of the Procurement Officer
Abdul Wali Khan University Mardan
Contact: 0937-920868
Email: procurement@awkum.edu.pk

TENDER DOCUMENTSFOR

PURCHASE OF SPORTS ITEMS FOR DIRECTORATE OF SPORTS AWKUM

ON

SINGAL STAGE SINGLE ENVELOPE PROCEDURE

1. **Mandatory requirements:**

a. The bidder has to provide its company profile with the bid.
b. The bidder has to attach Brochures/catalogues of the items that are asked in the tender to be provided to the university.
c. Any bid without 2% earnest money will not be accepted.
d. Conditional/incomplete bid will not be accepted.
e. Any addition/deletion/modification of any clause of these conditions/bidding documents is not acceptable and lead to rejection of the bid.
f. By submitting the bid, the bidder/vendor/firm declares to abide by and bound by the conditions laid down in the advertisement together with those mentioned in this bidding document.
g. Any bidder interested in bidding for one or more items separately is allowed to do so. However, preference will be given to bidder offering several items together.
h. Warranty must be provided by the bidder.
i. The prices quoted must be valid for at least **180 days** from the date of tender opening.
j. In case of closed/forced holidays, tender opening time/date will be considered as the next working day.
k. Advance payment is not allowed at any stage and shall not ask for.
l. The firm/vendor will be liable to provide Tax Invoice in case of imported Goods, if/when Abdul Wali Khan University Mardan demanded to provide.
m. The University Purchase Committee reserves the right to call demonstration at any stage. (if required)
n. Firm/Bidder registration certificate with the Federal/Provincial Government.
o. The firm bidder shall clearly provide the proof of Registration for GST and NTN on their printed letter heads.
p. Valid NTN/STRN Certificates.

SIGNATURE AND STAMP OF BIDDER

q. Certificate to the effect that the Firm/Bidder never been blacklisted by any Government/Semi Government Organization/Agency/autonomous body/private sector organization anywhere in Pakistan (submission of undertaking on legal stamp paper).

r. The tender documents shall serve as the essence of this contract.

2. Scope of Supply

a. Abdul Wali Khan University, Mardan (hereinafter referred to as AWKUM) invites requests/proposals to purchase **Sports Items (*specification stated Annexure A)***

b. The successful bidder shall supply the items as per prescribed specification approved by University Purchase Committee (hereinafter referred to as UPC)

c. The items shall be delivered at Store Purchase Section, AWKUM.

3. Bid Price

The bidder shall specify, required items as per specification, their unit price, and total bid price in his offer. The quoted prices shall be:

a. Best/final/fixed and valid until completion of all obligation under the contract i.e. not subject to variation/escalation etc.

b. In Pak Rupees

c. The financial proposal must be quoted on a Delivered Duty Paid (DDP) basis, meaning the price is fully inclusive of prevailing local taxes, import duties, and inland freight.

d. Inclusive of all taxes, duties, levies, insurance, freight, etc.

e. Include all charges such as installation, testing, commissioning, transportation, loading-unloading up to the delivery point at Abdul Wali Khan University, Mardan or as specified by AWKUM in supply order/at the time of delivery.

f. Where no prices are entered against any item(s), the price of that item shall be deemed be free of cost, and no separate payment shall be made for that item(s).

g. In case of locally produced goods and services, the price shall include sales and all other taxes (whichever applicable).

h. In case of contract of imported goods and services, import duties, sales and other taxes (whichever applicable), already paid shall be shown separately (if required by AWKUM).

i. Taxes levied by the Government (if any), shall be deducted from the bidder as per rules.

4. Earnest Money/Bid Security

The bidder firm/vendor shall furnish the bid security (Earnest Money) as under:

a. 02% (Two Percent) of the total bid price.

b. No bid will be accepted without earnest money.

c. Denominated in Pakistani Rupees.

d. Must be attached with financial proposal, failing which will cause rejection of bid.

SIGNATURE AND STAMP OF BIDDER

_____

e. In the form of Call Deposit Receipt (CDR) in the name of "Treasurer Abdul Wali Khan University Mardan".

f. The earnest money will be released to successful bidders after inspection/satisfactory report of the Inspection Committee.

g. The Earnest Money will be returned on written request to the unsuccessful bidders.

The bid security shall be forfeited by AWKUM, on the occurrence of any/all of following conditions.

a. If the bidding firm/vendor withdraws the bid during the period of tender/bid validity.

b. If the bidding firm/vendor does not accept the corrections of his total tender/bidding price.

c. If the bidding firm/vendor, having been notified of the acceptance of the tender by AWKUM during the period of bid/tender validity, fails or refuses to furnish the Performance Guarantee (if required), in accordance with the tender document.

d. If the vendor fails to supply the total awarded items within stipulated time period.

5. Bid/Tender Validity

The bid shall have a minimum validity period of One Hundred and Eighty **(180)** days from the date of opening of bids. The AWKUM may solicit the bidding firm/vendor's consent to an extension of the validity period of the bid. The request and the response thereto shall be made in writing. If the bidding firm/vendor agrees to permit extension for validity period of the tender, the validity period of the bid security shall also be suitable extended. The bidding firm/vendor may refuse extension of validity period of the bid validity, without forfeiting the bid security.

6. Signing of Bids

The bidding firm/vendor must sign and stamp all pages of the tender documents.

7. Rejection/Acceptance of the Bids

The AWKUM shall have the right to reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The authority 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 tender/bids shall be rejected if:

a. The offered items/services do not meet the technical specification of required items/services.

b. The bidder submits incomplete/partial/conditional/alternative/late documents.

c. Bid is not submitted completely for all the items required to be purchased.

d. Bid security/Earnest Money is not submitted.

e. It is subjected to interlineations/cuttings/corrections/erasures/overwriting.

f. The bidding firm/vendor refuses to accept corrected Total Tender Price.

g. The bidding firm/vendor tries to influence the tender evaluation/contract award by unsolicited advice/clarifications and any personal approach at any stage of the tender.

SIGNATURE AND STAMP OF BIDDER

h. The bidding firm/vendor engages in corrupt or fraudulent practices in competing for the contract award.
i. The bidding firm/vendor fails to meet all the requirement of tender eligibility/qualification criteria.
j. The bidding firm/vendor has been blacklisted by any public or private sector organization.
k. The bidding firm/vendor has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services.
l. The bidding firm/vendor has mentioned any financial implications in the financial proposal that is in contradiction to this document and Government rules and regulations.
m. There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
n. The bidding firm/vendor submit any financial conditions as part of its bid which are not in conformity with tender document.
o. Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
p. If the rates quoted by vendor are not workable or on higher side etc.
q. Not providing Sample (if required/mentioned in tender documents).
r. Not performing demonstration (if required/mentioned in tender documents).

8. Award Criteria

The firms/vendors that fulfill the mandatory requirements shall be evaluated based on the prescribed product specifications, preconditions, and all applicable eligibility criteria. Only those bidders who qualify for their respective products shall be considered for the opening of their financial bids. The contract shall be awarded to the lowest evaluated responsive bidder in accordance with the applicable procurement rules, subject to the fulfillment of all codal formalities.

9. Variation in scope of Work

AWKUM shall have the right, at his exclusive discretion, to increase/decrease the quantity/quality/form of any or all item(s) without any change in unit prices or other terms and conditions, at the time of order placement. AWKUM reserves the right to remove any item or service executed which is not accordance with the tender/item specification or to order contractor to provide according to tender/item specification. In case of non-compliance by the contractor, AWKUM shall remove such items/services and will be re-executed through other arrangements at the sole risk, cost, and responsibility of the contractor.

10. Delivery of Goods/items

SIGNATURE AND STAMP OF BIDDER

_____

The contractor shall make delivery of the items **within the time given as per work order/supply order** from the date of issuance of supply order. A penalty of 0.5% of total cost of order can be imposed per day up to 10 days for delay on the part of contractor. A flat penalty of 1.0% of total cost will be imposed for delay beyond 10 days. The delivery of items shall be made at store purchase section, procurement office, AWKUM or as specified by AWKUM at the time of delivery. No separate payment shall be made in this regard.

11. Guarantee/Warranty

a. The contractor shall warrant to AWKUM that the goods supplied, under the contract are genuine, brand new, non-refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the contract.
b. The contractor shall further warrant that the goods/services supplied, under the contract shall have no defect, arising from design, materials, and workmanship or from any act or omission of the bidder that may develop under normal use of the supplied goods/services.
c. The contractor shall provide manufacturer's warranty (as per manufacturer's policy) or as described with item specification after the issue of taking-over certificate.
d. The contractor shall provide warranty for free/on site repair/replacement of defective/damaged parts, after intimation by AWKUM.
e. The contractor shall clearly mention Terms and Conditions of service agreement for the goods supplied. In case of international warranties, the local authorized dealers shall mention their service and warranty setup.
f. The warranty period shall start from the date of installation/configuration/delivery of the good at AWKUM.
g. The AWKUM shall, by written notice served on the contractor, indicate any claim(s) arising under the warranty.
h. The contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective/damaged goods or parts on site, without any cost to the purchaser.

12. Taxes

a. 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.
b. All government taxes shall be deducted at source (if applicable) according to the relevant rules.

SIGNATURE AND STAMP OF BIDDER

`

13. Inspection and Testing

a. The AWKUM shall inspect and test the goods supplied, the services provided under the contract, to verify their conformity to the technical specifications.
b. The inspection and tests shall be conducted at the premises of the contractor or at the AWKUM/at the final destination. In case of conducted at the premises of the contractor, the contractor shall provide all-reasonable facilities and assistance, including production data and online verification from official web site of the manufacturer, to the inspectors, at no charge to the AWKUM.
c. The AWKUM may reject the goods/services if the committee/inspector/investigator fails to confirm to the technical specification, in any test(s) or inspection(s) and the contractor shall either replace the rejected goods/services or make all alterations necessary to meet the technical specifications, within prescribed time/duration, free of cost to the AWKUM.
d. The AWKUM's post-delivery right to inspect, test and, where necessary, reject the goods shall in no way be limited or waived by reason of pre-delivery inspection, testing, or passing of the goods.
e. Nothing contained in this document shall, in any way, release the contractor from any warranty or other obligations under the contract.

14. Responsibility Against Damages/Ownership of Goods

a. The contractor shall be responsible for whole/any damage caused to the item(s)/goods by accident/improper handling/loading un-loading, before handed over to/taking charge by AWKUM. The contractor shall replace the same.
b. The contractor shall, by written notice served to AWKUM, apply for Taking-over certificate.
c. The AWKUM shall, after the receipt of contractor's application, either issue the Taking-over Certificate to the contractor or reject the application giving the reasons and specifying the work required to be done by the contractor to enable the Taking-Over Certificate to be issued.
d. Nothing contained in this document shall, in any way, release the contractor from any warranty or other obligations under the contract.

15. Payment

a. Payment shall not be made in advance and against partial deliveries.
b. The contractor shall provide all necessary and supporting documents along with invoice.
c. The contractor shall submit an application for payment, to the AWKUM. The application for payment shall be: accompanied by such invoices, receipts or other documentary evidence as the AWKUM may require; state the amount claimed; and set forth in detail, in the order of price schedule, particulars of the goods supplied/services provided up to the date of application for payment.

SIGNATURE AND STAMP OF BIDDER

_____

d. The AWKUM shall get verified the details of goods/services delivered. Payment shall be made on complete delivery of goods/services after issuance of satisfactory certificate by concerned technical committee/Head of Department/Project Investigator.
e. The AWKUM shall pay the ninety percent (90%) amount verified and ten percent (10%) amount of the total contract will be kept as performance guarantee for one year.
f. AWKUM shall make payment for the goods supplied and services provided to the contractor as per Government policy, in Pak Rupees through crossed cheque.
g. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Supply Order till delivery of the goods/services.

16. Supply Period

a. The AWKUM shall purchase the items or shall avail the services within valid period of the tender.
b. The successful bidding firm/vendor shall be responsible to deliver goods/services within due time as given in Supply Order/Tender Document

17. Dispute resolution

The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract. The contractor shall in writing report to the competent authority who shall refer it to Tender Redressed Grievance Committee (TRGC) for further process as per AWKUM financial rules.

18. Force Majeure

"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 Purchase Order/ Work Order/ Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial issues are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Purchase Order/ Work Order/ Contract, the dispute will be dealt as per section 35 of the KPPRA Act 2012.

19. Agreement Deed

After receiving work order/supply order the firm has to sign a formal agreement deed on a stamp paper of appropriate value as per attached sample (annex 1)

SIGNATURE AND STAMP OF BIDDER

`

AGREEMENT DEED SAMPLE (ANNEX-1)

Agreement Deed

The parties to this agreement deed i.e. Abdul Wali Khan University Mardan (Party –I) and Firm Name M/S ----- (Party – II) hereby agreed as under:

1. Party II shall supply the items against supply Order No_____ dated_____ as per quoted specifications within_____.
2. Party II shall be responsible for guarantee /warrantee of supplied items up to -------
3. In case of defect in any item the supplier shall repair/replace it free of cost within two weeks; otherwise, the supplier shall return the entire paid amount to Abdul Wali khan University Mardan.
4. If any over pricing or low specification is found at any stage, the party – II shall be responsible for recovery/rectification.
5. Party II shall be responsible for transportation charges for supply of items and no separate payment shall be admissible in this regard.
6. No Advance Payment shall be made by party I.
7. 90 % percent payment shall be made to the supplier after inspection of items/Services carried out by Inspection committee constituted by AWKUM while the remaining ten (10%) percent of the total amount shall be kept as performance guarantee for one (01) year that shall start from the date of inspection.
8. All taxes shall be deducted as per University/FBR rules from the claimed bills of Party II.
9. All payments shall be in Pak rupees (through cross cheque) by Party I.
10. No partial payment shall be made by Party I.
11. If the firm failed to complete the supply of items as per awarded Supply order the Call Deposit (CDR) of the firm shall be forfeited.
12. Any grievance shall be resolved as per AWKUM Financial Rules 2020 i.e. Through Tender Grievance Redressal Committee
13. Bidding documents shall serve as essence of contract.

_____	_____	_____
Firm Owner /authorized Representative Signature & Stamp	**Procurement officer AWKUM**	**Countersigned by Registrar AWKUM**

CNIC No. ----------

Witness 1 (Behalf of Firm)

Name ----------

F/N ----------

CNIC ----------

Signature ----------

Witness 2 (Behalf of Firm)

Name ---------- ----------

F/N ----------

CNIC ----------

Signature ----------

SIGNATURE AND STAMP OF BIDDER

_____

`

Annexure A

DETAIL OF ITEM ALONG WITH SPECIFICATIONS
(TO BE PROVIDED WITH THE TECHNICAL BIDS)

Sr. No.	Item Name	Description and Specifications	QTY
1.	Sports Trophies	China steel Trophies 1st, 2nd and 3rd Position	20 (sets)
2.	T-Shirts	Bazoo (Half Arms) simple without sublimation. Front & back sublimation. Gole gala (Round neck) with university name, logo and shirt numbers.	200 No`s
3.	Sports Trousers	without sublimation with panels.	100 No`s
4.	Cricket Hard Balls	Red color balls for T-20 Matches	48 No`s

SIGNATURE AND STAMP OF BIDDER

_____

`

Annexure B

PRICE BID FORMAT

(To be provided with Financial Bid)

(The bidder has to provide price bid on the Format given below inclusive of taxes, transportation, installation, testing and commissioning charges)

Sr. No.	Item Name	Quantity (A)	Unit Price inclusive of all taxes in Rs. (B)	Total Price inclusive of all taxes in Rs. I = (A)*(B)
1	Sports Trophies	20 (sets)		
2	T-Shirts	200 No`s		
3.	Sports Trousers	100 No`s		
4.	Cricket Hard Balls	48 No`s		
Grand Total inclusive of all taxes in Rs.				

SIGNATURE AND STAMP OF BIDDER

_____

Office of the Procurement Officer
Abdul Wali Khan University Mardan
Contact: 0937-920868
Email: procurement@awkum.edu.pk

TENDER DOCUMENTSFOR

PURCHASE OF LAB EQUIPMENT FOR DEPARTMENT OF GEOLOGY UNDER NRPU PROJECT # HEC-NRPU project (Ref: No.20- 102364– 76 /NRPU/R&ID/HEC/2026)

ON

SINGAL STAGE TWO ENVELOPE PROCEDURE

1. **Mandatory requirements:**

a) The bidder has to provide its company profile with the bid.
b) The bidder has to attach compliance sheet, Brochures/catalogues of the items that are asked in the tender to be provided to the university.
c) The bidder has to provide an undertaking in the technical bid that the firm will fully comply to the specification as required by the university and that no deviations in the specifications will be made.
d) Any bid without 2% earnest money will not be accepted.
e) Conditional/incomplete bid will not be accepted.
f) Any addition/deletion/modification of any clause of these conditions/bidding documents is not acceptable and lead to rejection of the bid.
g) By submitting the bid, the bidder/vendor/firm declares to abide by and bound by the conditions laid down in the advertisement together with those mentioned in this bidding document.
h) Any bidder interested in bidding for one or more items separately is allowed to do so. However, preference will be given to bidder offering several items together.
i) Warranty must be provided by the bidder.
j) The prices quoted must be valid for at least **180 days** from the date of tender opening.
k) In case of closed/forced holidays, tender opening time/date will be considered as the next working day.
l) Advance payment is not allowed at any stage and shall not ask for.
m) The firm/vendor will be liable to provide Tax Invoice in case of imported Goods, if/when Abdul Wali Khan University Mardan demanded to provide.
n) The University Purchase Committee reserves the right to call demonstration at any stage. (if required)
o) Firm/Bidder registration certificate with the Federal/Provincial Government.

SIGNATURE AND STAMP OF BIDDER

p) The firm bidder shall clearly provide the proof of Registration for GST and NTN on their printed letter heads.

q) Valid NTN/STRN Certificates.

r) Certificate to the effect that the Firm/Bidder never been blacklisted by any Government/Semi Government Organization/Agency/autonomous body/private sector organization anywhere in Pakistan (submission of undertaking on legal stamp paper).

s) The tender documents shall serve as the essence of this contract.

2. Scope of Supply

a) Abdul Wali Khan University, Mardan (hereinafter referred to as AWKUM) invites requests/proposals to purchase **Lab Equipment (*specification stated Annexure A)***

b) The successful bidder shall supply the items as per prescribed specification approved by University Purchase Committee (hereinafter referred to as UPC)

c) The items shall be delivered at Store Purchase Section, AWKUM.

3. Bid Price

The bidder shall specify, required items as per specification, their unit price, and total bid price in his offer. The quoted prices shall be:

a) Best/final/fixed and valid until completion of all obligation under the contract i.e. not subject to variation/escalation etc.

b) In Pak Rupees

c) The financial proposal must be quoted on a Delivered Duty Paid (DDP) basis, meaning the price is fully inclusive of prevailing local taxes, import duties, and inland freight.

d) Inclusive of all taxes, duties, levies, insurance, freight, etc.

e) Include all charges such as installation, testing, commissioning, transportation, loading-unloading up to the delivery point at Abdul Wali Khan University, Mardan or as specified by AWKUM in supply order/at the time of delivery.

f) Where no prices are entered against any item(s), the price of that item shall be deemed be free of cost, and no separate payment shall be made for that item(s).

g) In case of locally produced goods and services, the price shall include sales and all other taxes (whichever applicable).

h) In case of contract of imported goods and services, import duties, sales and other taxes (whichever applicable), already paid shall be shown separately (if required by AWKUM).

i) Taxes levied by the Government (if any), shall be deducted from the bidder as per rules.

4. Earnest Money/Bid Security

The bidder firm/vendor shall furnish the bid security (Earnest Money) as under:

a) 02% (Two Percent) of the total bid price.

b) No bid will be accepted without earnest money.

SIGNATURE AND STAMP OF BIDDER

c) Denominated in Pakistani Rupees.
d) Must be attached with financial proposal, failing which will cause rejection of bid.
e) In the form of Call Deposit Receipt (CDR) in the name of "Treasurer Abdul Wali Khan University Mardan".
f) The earnest money will be released to successful bidders after inspection/satisfactory report of the Inspection Committee.
g) The Earnest Money will be returned on written request to the unsuccessful bidders.
    a. The bid security shall be forfeited by AWKUM, on the occurrence of any/all of following
    b. conditions.
h) If the bidding firm/vendor withdraws the bid during the period of tender/bid validity.
i) If the bidding firm/vendor does not accept the corrections of his total tender/bidding price.
j) If the bidding firm/vendor, having been notified of the acceptance of the tender by AWKUM during the period of bid/tender validity, fails or refuses to furnish the Performance Guarantee (if required), in accordance with the tender document.
k) If the vendor fails to supply the total awarded items within stipulated time period.

5. Bid/Tender Validity

The bid shall have a minimum validity period of One Hundred and Eighty **(180)** days from the date of opening of bids. The AWKUM may solicit the bidding firm/vendor's consent to an extension of the validity period of the bid. The request and the response thereto shall be made in writing. If the bidding firm/vendor agrees to permit extension for validity period of the tender, the validity period of the bid security shall also be suitable extended. The bidding firm/vendor may refuse extension of validity period of the bid validity, without forfeiting the bid security.

6. Signing of Bids

The bidding firm/vendor must sign and stamp all pages of the tender documents.

7. Rejection/Acceptance of the Bids

The AWKUM shall have the right to reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The authority 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 tender/bids shall be rejected if:

a) The offered items/services do not meet the technical specification of required items/services.
b) The bidder submits incomplete/partial/conditional/alternative/late documents.
c) Bid is not submitted completely for all the items required to be purchased.
d) Bid security/Earnest Money is not submitted.
e) It is subjected to interlineations/cuttings/corrections/erasures/overwriting.

SIGNATURE AND STAMP OF BIDDER

f) The bidding firm/vendor refuses to accept corrected Total Tender Price.
g) The bidding firm/vendor tries to influence the tender evaluation/contract award by unsolicited advice/clarifications and any personal approach at any stage of the tender.
h) The bidding firm/vendor engages in corrupt or fraudulent practices in competing for the contract award.
i) The bidding firm/vendor fails to meet all the requirement of tender eligibility/qualification criteria.
j) The bidding firm/vendor has been blacklisted by any public or private sector organization.
k) The bidding firm/vendor has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services.
l) The bidding firm/vendor has mentioned any financial implications in the financial proposal that is in contradiction to this document and Government rules and regulations.
m) There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
n) The bidding firm/vendor submit any financial conditions as part of its bid which are not in conformity with tender document.
o) Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
p) If the rates quoted by vendor are not workable or on higher side etc.
q) Not providing Sample (if required/mentioned in tender documents).
r) Not performing demonstration (if required/mentioned in tender documents).

8. Award Criteria

The firms/vendors that fulfill the mandatory requirements shall be evaluated based on the prescribed product specifications, preconditions, and all applicable eligibility criteria. Only those bidders who qualify for their respective products shall be considered for the opening of their financial bids. The contract shall be awarded to the lowest evaluated responsive bidder in accordance with the applicable procurement rules, subject to the fulfillment of all codal formalities.

9. Variation in scope of Work

AWKUM shall have the right, at his exclusive discretion, to increase/decrease the quantity/quality/form of any or all item(s) without any change in unit prices or other terms and conditions, at the time of order placement. AWKUM reserves the right to remove any item or service executed which is not accordance with the tender/item specification or to order contractor to provide according to tender/item specification. In case of non-compliance by the

SIGNATURE AND STAMP OF BIDDER

contractor, AWKUM shall remove such items/services and will be re-executed through other arrangements at the sole risk, cost, and responsibility of the contractor.

10. Delivery of Goods/items

The contractor shall make delivery of the items **within the time given as per work order/supply order** from the date of issuance of supply order. A penalty of 0.5% of total cost of order can be imposed per day up to 10 days for delay on the part of contractor. A flat penalty of 1.0% of total cost will be imposed for delay beyond 10 days. The delivery of items shall be made at store purchase section, procurement office, AWKUM or as specified by AWKUM at the time of delivery. No separate payment shall be made in this regard.

11. Guarantee/Warranty

a) The contractor shall warrant to AWKUM that the goods supplied, under the contract are genuine, brand new, non-refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the contract.
b) The contractor shall further warrant that the goods/services supplied, under the contract shall have no defect, arising from design, materials, and workmanship or from any act or omission of the bidder that may develop under normal use of the supplied goods/services.
c) The contractor shall provide manufacturer's warranty (as per manufacturer's policy) or as described with item specification after the issue of taking-over certificate.
d) The contractor shall provide warranty for free/on site repair/replacement of defective/damaged parts, after intimation by AWKUM.
e) The contractor shall clearly mention Terms and Conditions of service agreement for the goods supplied. In case of international warranties, the local authorized dealers shall mention their service and warranty setup.
f) The warranty period shall start from the date of installation/configuration/delivery of the good at AWKUM.
g) The AWKUM shall, by written notice served on the contractor, indicate any claim(s) arising under the warranty.
h) The contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective/damaged goods or parts on site, without any cost to the purchaser.

SIGNATURE AND STAMP OF BIDDER

_____

`

12. Taxes

a) 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.

b) All government taxes shall be deducted at source (if applicable) according to the relevant rules.

13. Inspection and Testing

a) The AWKUM shall inspect and test the goods supplied, the services provided under the contract, to verify their conformity to the technical specifications.

b) The inspection and tests shall be conducted at the premises of the contractor or at the AWKUM/at the final destination. In case of conducted at the premises of the contractor, the contractor shall provide all-reasonable facilities and assistance, including production data and online verification from official web site of the manufacturer, to the inspectors, at no charge to the AWKUM.

c) The AWKUM may reject the goods/services if the committee/inspector/investigator fails to confirm to the technical specification, in any test(s) or inspection(s) and the contractor shall either replace the rejected goods/services or make all alterations necessary to meet the technical specifications, within prescribed time/duration, free of cost to the AWKUM.

d) The AWKUM's post-delivery right to inspect, test and, where necessary, reject the goods shall in no way be limited or waived by reason of pre-delivery inspection, testing, or passing of the goods.

e) Nothing contained in this document shall, in any way, release the contractor from any warranty or other obligations under the contract.

14. Responsibility Against Damages/Ownership of Goods

a) The contractor shall be responsible for whole/any damage caused to the item(s)/goods by accident/improper handling/loading un-loading, before handed over to/taking charge by AWKUM. The contractor shall replace the same.

b) The contractor shall, by written notice served to AWKUM, apply for Taking-over certificate.

c) The AWKUM shall, after the receipt of contractor's application, either issue the Taking-over Certificate to the contractor or reject the application giving the reasons and specifying the work required to be done by the contractor to enable the Taking-Over Certificate to be issued.

d) Nothing contained in this document shall, in any way, release the contractor from any warranty or other obligations under the contract.

15. Payment

a) Payment shall not be made in advance and against partial deliveries.

b) The contractor shall provide all necessary and supporting documents along with invoice.

SIGNATURE AND STAMP OF BIDDER

_____

c) The contractor shall submit an application for payment, to the AWKUM. The application for payment shall be: accompanied by such invoices, receipts or other documentary evidence as the AWKUM may require; state the amount claimed; and set forth in detail, in the order of price schedule, particulars of the goods supplied/services provided up to the date of application for payment.

d) The AWKUM shall get verified the details of goods/services delivered. Payment shall be made on complete delivery of goods/services after issuance of satisfactory certificate by concerned technical committee/Head of Department/Project Investigator.

e) The AWKUM shall pay the ninety percent (90%) amount verified and ten percent (10%) amount of the total contract will be kept as performance guarantee for one year.

f) AWKUM shall make payment for the goods supplied and services provided to the contractor as per Government policy, in Pak Rupees through crossed cheque.

g) All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Supply Order till delivery of the goods/services.

16. Supply Period

a) The AWKUM shall purchase the items or shall avail the services within valid period of the tender.

b) The successful bidding firm/vendor shall be responsible to deliver goods/services within due time as given in Supply Order/Tender Document

17. Dispute resolution

The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract. The contractor shall in writing report to the competent authority who shall refer it to Tender Redressed Grievance Committee (TRGC) for further process as per AWKUM financial rules.

20. Force Majeure

"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 Purchase Order/ Work Order/ Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial issues are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Purchase Order/ Work Order/ Contract, the dispute will be dealt as per section 35 of the KPPRA Act 2012.

21. Agreement Deed

SIGNATURE AND STAMP OF BIDDER

After receiving work order/supply order the firm has to sign a formal agreement deed on a stamp paper of appropriate value as per attached sample (annex 1)

AGREEMENT DEED SAMPLE (ANNEX-1)

Agreement Deed

The parties to this agreement deed i.e. Abdul Wali Khan University Mardan (Party –I) and Firm Name M/S ----- (Party – II) hereby agreed as under:

1. Party II shall supply the items against supply Order No_____ dated_____ as per quoted specifications within_____.
2. Party II shall be responsible for guarantee /warrantee of supplied items up to -------
3. In case of defect in any item the supplier shall repair/replace it free of cost within two weeks; otherwise, the supplier shall return the entire paid amount to Abdul Wali khan University Mardan.
4. If any over pricing or low specification is found at any stage, the party – II shall be responsible for recovery/rectification.
5. Party II shall be responsible for transportation charges for supply of items and no separate payment shall be admissible in this regard.
6. No Advance Payment shall be made by party I.
7. 90 % percent payment shall be made to the supplier after inspection of items/Services carried out by Inspection committee constituted by AWKUM while the remaining ten (10%) percent of the total amount shall be kept as performance guarantee for one (01) year that shall start from the date of inspection.
8. All taxes shall be deducted as per University/FBR rules from the claimed bills of Party II.
9. All payments shall be in Pak rupees (through cross cheque) by Party I.
10. No partial payment shall be made by Party I.
11. If the firm failed to complete the supply of items as per awarded Supply order the Call Deposit (CDR) of the firm shall be forfeited.
12. Any grievance shall be resolved as per AWKUM Financial Rules 2020 i.e. Through Tender Grievance Redressal Committee
13. Bidding documents shall serve as essence of contract.

_____	_____	_____
Firm Owner /authorized Representative Signature & Stamp	**Procurement officer AWKUM**	**Countersigned by Registrar**

AWKUM

CNIC No. ----------

Witness 1 (Behalf of Firm)

Name ----------

F/N ----------

CNIC ----------

Signature ----------

Witness 2 (Behalf of Firm)

Name ---------- ----------

F/N ----------

CNIC ----------

Signature ----------

SIGNATURE AND STAMP OF BIDDER

_____

`

Annexure A

DETAIL OF ITEM ALONG WITH SPECIFICATIONS
(TO BE PROVIDED WITH THE TECHNICAL BIDS)

Sr. No.	Item Name	Description and Specifications	QTY
1.	Trinocular Polarizing Microscope with HD Camera specialized for Geology purpose.	Trinocular head Siedentopf type 25° inclined Interpupillary distance 48 – 75 mm Widefield high eyepoint eyepiece UC-WF10X/22mm with diopter Adjustment on both eyepieces, cross hair on one eyepiece Intermediate body with rotatable analyzer 360º, Bertrand lens, Polarizer and slot for compensators Reversed quintuple nosepiece Infinity CCIS Plan UC Strain-free Objectives : Plan UC 4X/0.1 Plan UC 10X/0.25 Plan UC 20X/0.45 Plan UC 40X/0.65 LM Plan objective 100x/0.8 360º Circular Rotating Stage 160mm diameter Achromat Swing-out Condenser, N.A.0.9/0.13 (strain-free) and Rotatable Polarizer Empty Insertion Plate Transmitted light from stand : Koehler LED 3W and quartz halogen 6V/30W with intensity control (Interchangeable Halogen / LED, with low LED color temperature) Motic Light Tracer – Light memory, sleep mode (auto off/on), nosepiece LED light intensity and mode indicator Blue filter, power cord, allen hexagonal key, vinyl dust cover, halogen bulb, LED module, adjustable key for nosepiece, interference color chart, screw for metal extension support Universal Power Supply 100-240V Dust cover, power cord, Allen key, blue filter, halogen bulb, LED module, adjustable key for nosepiece, interference color chart, screws for metal extension support λ Tint Plate 1/4λ Retardation Plate Quartz Wedge 0.35X focusable C-mount camera adapter MOTICAM 4000X (4K RESOLUTION) HDMI + WIFI CAMERA (Connect direct to a HDMI monitor without PC or with USB to PC) Use own HDMI monitor range from 25” and above, with 4K for best resolution image Attachable Microscopy Camera 8.0MP capture resolution Standalone operated with software on board through HDMI HDMI Live resolution: 4K (3840x2160)@30 fps USB Live resolution: 4K (3840x2160)@30 fps WIFI live resolution: 1920x1080@25 fps WIFI live resolution: 3840X2160@12 fps Motic 4-dot calibration slide HDMI Cable, USB Cable, Power adapter Motic Images Plus 3.1 for PC and	01 No.

SIGNATURE AND STAMP OF BIDDER

_____

`

Sr. No.	Item Name	Description and Specifications	QTY
		MAC MotiConnect App for download for iOS and Android (WiFi) Power supply with multiple country adapters SD card slot for storage Focusable Macro Lens 30mm and 38mm center able eyepiece adapters Optional: Laptop/PC System	
2.	UAV Drone for Geology purpose.	Screen Remort Battery Combo Pack Immerse in Real-time Aerial Footage with 20km FHD Video Transmission ACTIVE Track 360° Vertical videos with 4K/60fps HDR GNSS positioning, 40+ min flight time, with Fly More kit (extra batteries, charging hub, case). Obstacle sensing Optional: GCPS, Ground control points 5-10	01 No.
3.	Computer System with LED	12/13th Generation Desktop Computer Workstation-class desktop, Intel Core i7/i9 or AMD Ryzen 9 16 GB RAM 1 TB SSD Dedicated GPU (4 GB+) 19-inch Full HD LED screen	02 No`s
4.	Laptop	13/14th Generation Laptop Intel Core i9/ AMD Ryzen 7 Min. 32 GB RAM 1 TB SSD 13/14 inch display Dedicated graphic card, minimum 8 GB.	01 No.

SIGNATURE AND STAMP OF BIDDER

_____

`

Annexure B

PRICE BID FORMAT

(To be provided with Financial Bid)

(The bidder has to provide price bid on the Format given below inclusive of taxes, transportation, installation, testing and commissioning charges)

Sr. No.	**Item Name**	**Quantity** **(A)**	**Unit Price inclusive of all taxes in Rs.** **(B)**	**Total Price inclusive of all taxes in Rs.** **I = (A)*(B)**
1	Trinocular Polarizing Microscope with HD Camera specialized for Geology purpose.	01 No.		
2	UAV Drone for Geology purpose	01 No.		
3.	Computer System With LED	02 No`s		
4.	Laptop	01 No.		
Grand Total inclusive of all taxes in Rs.				

SIGNATURE AND STAMP OF BIDDER