

# Tender/Bid Document

Tender No. 2024-25(02)

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## Printing of Answer Sheets, Envelops and File Covers

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### Women University of Azad Jammu and Kashmir Bagh (WUAJ&K Bagh)

Admin Block, Near Electricity Office, Hudda Bari, Bagh  
Azad Kashmir

Phone: (+ 92) (5823630038), Mobile: (+92) (313-8354903)

Email: [naeem@wujk.edu.pk](mailto:naeem@wujk.edu.pk)

URL: [www.wujk.edu.pk](http://www.wujk.edu.pk)

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## **Important Note:**

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

## **Applicability of AJK Public Procurement Rules, 2017**

This Bidding Process will be governed under AJK Public Procurement Rules, 2017, as amended from time to time and instructions of the Government of the AJ&K received during the completion of the project.

### **1. Invitation to Bid**

#### **1.1 PPRA Rules to be followed**

AJKPPRA Rules, 2017 will be strictly followed. These may be obtained from PPRA's website.

[www.ajkppra.gov.pk](http://www.ajkppra.gov.pk)

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the AJKPPRA Rules, 2017.

#### **1.2 Mode of Advertisement(s)**

As per Rule 12(1), this Tender is being placed on AJKPPRA's website. It is also being placed on University's website ([www.wuajk.edu.pk](http://www.wuajk.edu.pk))

Bidding documents, containing detailed terms and conditions, etc. are available at the office of the Assistant Treasurer Purchase, Women University of AJ&K Bagh. Price of the bidding documents is Rs.3,000/-(in shape of pay order/demand draft in favour of the Treasurer Women University of Azad Jammu and Kashmir Bagh).

#### **1.3 Type of Open Competitive Bidding**

As per Rule 36(a) of AJKPPRA Rules, 2017, Single Stage – One Envelope Bidding Procedure shall be followed.

### **2. Bidding Details (Instructions to Bidders)**

All bids must be accompanied by Bid Security (Earnest Money), as per provisions of this tender document clause "Bid Security" of this document in favor of "**The Treasurer Women University of Azad Jammu and Kashmir Bagh**". The bids, prepared in accordance with the instructions in the bidding documents, must reach at office of the Assistant Treasurer Purchase, Women University of

AJ&K Bagh on or before October 31, 2024 at 02:00 p.m. Bids will be opened the same day at 02:30 p.m. at Treasurer's Office, Admin Block, Women University of AJ&K Bagh in the presence of the bidders or their representatives who choose to be present.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods/ Items must be received in writing to the Purchaser till **30<sup>th</sup> October, 2024**. Any query received after said date may not be entertained.

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

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

The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

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

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

**Primary Contact**

Name: Naeem Asghar Designation: Assistant Treasurer Purchase/Secretary Central  
Purchase Committee  
Contact Number: 0313-8354903  
Email: [naeem2007iui@gmail.com](mailto:naeem2007iui@gmail.com),

**Secondary Contact**

Name: Sahibzada Muhammad Zahid  
Designation: Treasurer  
Contact Number: 05823-960038

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

only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

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

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

## TERMS AND CONDITIONS OF THE TENDER

### 3. Definitions

- 3.1 In this document, unless there is anything repugnant in the subject or context:
- 3.2 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- 3.3 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 3.4 "Client" means the Project lead of technical / concerned wing of the Purchaser for whose' particular project the Goods / Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 3.5 "Bidder/Tenderer" means the interested Printing Firm/Company/press that may provide or provides the printed items etc. and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.6 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.7 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.8 "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.
- 3.9 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.10 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportionable to the Goods or Services in question.
- 3.11 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.12 "Day" means calendar day.
- 3.13 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided, under the Contract.
- 3.14 "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3.15 "Goods" means printed items supplies which the Contractor is required to supply to the Purchaser under the Contract.
- 3.16 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.17 "Prescribed" means prescribed in the Tender Document.
- 3.18 "Purchaser" means the Women University of Azad Jammu and Kashmir Bagh (WUAJ&K Bagh) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.

- 3.19 "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.
- 3.20 "Services" means after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 3.21 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.22 "Works" means work to be done by the Contractor under the Contract.
- 3.23 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

#### **4. Headings and Titles**

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

#### **5. Notice**

- 5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:
- 5.1.1 in writing;
- 5.1.2 issued within reasonable time;
- 5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

#### **6. Tender Scope**

- 6.1 Women university of Azad Jammu and Kashmir Bagh (WUAJ&K Bagh), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for supply of Printed Items (Answer Sheets and Envelops etc.).
- 6.2 The Printed Items will be delivered to Women University of Azad Jammu and Kashmir Bagh .Detail requirements and specifications are attached at Annexure-A

#### **7. Tender Eligibility/Qualification Criteria**

- 7.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:
- 7.1.1 Press declaration certificate;
- 7.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those firms/ companies which are validly registered with sales tax and income tax departments);
- 7.1.3 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);
- 7.1.4 has submitted bid for complete items and relevant bid security and tender document fee;
- 7.1.5 must be involved in printing business for last three (3) year as on;
- 7.1.6 has not been blacklisted by any of Provincial or Federal Government Department,



Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan/AJ&K (Submission of undertaking on legal stamp paper is mandatory);

- 7.1.7 Bidder must attach paper sample for all quoted items.
- 7.1.8 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
- 7.1.9 Goods and Services can only be supplied / sourced / routed from "origin" in "eligible" member countries.
  - a. Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan/AJ&K.
  - b. "Origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**Note:** The Central Purchase Committee may verify provided documents. Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

## **8. Tender Cost**

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

## **9. Joint Venture / Consortium**

Joint venture / consortium are not eligible for this tender.

## **10. Examination of the Tender Document**

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

## **11. Clarification of the Tender Document**

The Tenderer may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

## **12. Amendment of the Tender Document**

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

12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per AJKPPRA Rules, 2017.

12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-27 of AJKPPRA Rules, 2017.

## **13. Preparation / Submission of Tender**

13.1 The Tenderer must submit bid for complete items.

13.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and

- the Purchaser, shall be in English.
- 13.3 Proposal shall comprise the following:
- 13.4 Proposal Form (**Annexure-B**)
- 13.4.1 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) (**Annexure-G**)
- 13.4.2 Covering letter duly signed and stamped by authorized representative. (**Annexure-D**)
- 13.4.3 Press declaration certificate issued by the govt. department.
- 13.4.4 Evidence of eligibility of the Tenderer and the Goods
- 13.4.5 Evidence of conformity of the Goods / the Services to the Tender Document
- 13.4.6 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan/AJ&K.
- 13.4.7 Valid Registration Certificate for Income Tax & Sales Tax
- 13.4.8 Power of Attorney, if an authorized representative is appointed (**Annexure-F**).
- 13.4.9 Price Schedule (**Annexure-C**).
- 13.4.10 Bid Security (Earnest Money), as per provisions of the clause Bid Security of this document.**

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

13.6 Tender for

Tender Name. [Name of Tender]

Tender No. **2024-25(2)**

[Name of the Purchaser] [Address of the Purchaser]

[Name of the Tenderer] [Address of the Tenderer] [Phone No. of the Tenderer]

**14.** The bids, prepared in accordance with the instructions in the bidding documents, must reach at office of the Assistant Treasurer Purchase, Women University of AJ&K Bagh on or before October 31, 2024 at 02:00 p.m. Bids will be opened the same day at 02:30 p.m. at Treasurer's Office, Admin Block, Women University of AJ&K Bagh in the presence of the bidders or their representatives who choose to be present.

14.1 This is made obligatory to affix authorized signatures with official seal on all documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

## **15. Tender Price**

15.1 The quoted price shall be:

15.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;

15.1.2 in Pak Rupees;

15.1.3 inclusive of all taxes, duties, levies, insurance, freight, etc.;

15.1.4 Including all charges up to the delivery point at the Women University of Azad Jammu

and Kashmir Bagh

- 15.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 15.3 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).**

## **16. Bid Security (Earnest Money)**

- 16.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:
- 16.1.1 for a sum of Rs. 50,000/ (Rupees Fifty Thousand Only)-;
- 16.1.2 denominated in Pak Rupees;
- 16.1.3 in the form of Demand Draft / Pay Order / Call Deposit Receipt/Banker's Cheque, in the name of the Treasurer Women University of Azad Jammu and Kashmir Bagh;
- 16.1.4 have a minimum validity period of ninety (90) days from the last date for submission of the Tender.
- 16.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
- 16.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
- 16.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
- 16.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to deliver the required
- 16.2.4 Goods/Items or fulfill the order placed within the stipulated time period.
- 16.3 The unsuccessful Tenderer will be returned the Bid Security only, after completion of technical & financial evaluation process and on request of the unsuccessful bidder on their letterhead. The Bid Security shall be returned to the successful Tenderer upon complete delivery of Goods/Items and issuance of satisfactory certificate by concern team of the Purchaser.

## **17. Tender Validity**

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

## **18. Modification / Withdrawal of the Tender**

- 18.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 18.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

## **19. Opening of the Tender**

- 19.1 Tenders shall be opened at 02:30 P.M on the last date of submission of bids i.e. October 31, 2024, in the presence of the bidders or their representatives who choose to

be present, In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

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

## **20. Clarification of the Tender**

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser

## **21. Determination of Responsiveness of the Bid (Tender)**

- 21.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

- 21.1.1 meets the eligibility criteria given herein this tender document.
  - 21.1.2 meets the Technical Specifications for the Goods/Items;
  - 21.1.3 meets the delivery period / point for the Goods Items.
  - 21.1.4 in compliance with the rate and limit of liquidated damages;
  - 21.1.5 offers fixed price quotations for the Goods Items;
  - 21.1.6 is accompanied by the required Bid Security as part of bid envelope;
  - 21.1.7 Tender Document fee in shape of CDR/DD/Pay Order Demand Draft;
  - 21.1.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
  - 21.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 21.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services / Goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 21.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

## **22. Correction of errors / Amendment of Tender**

- 22.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 22.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
  - 22.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
  - 22.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized

total prices shall govern.

- 22.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 22.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 22.4 No credit shall be given for offering delivery period earlier than the specified period.

### 23. TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions adequate capabilities for supply services will be rejected.

The Eligible/Technically Qualified Bidders will be considered for further evaluation.

The proposals shall be evaluated by the Central Purchase Committee in the light of following evaluation criteria:

Category	Description	Points
<b>Legal (Mandatory)</b>	Press declaration Certificate issued from government Department	Mandatory
	Valid Income Tax Registration (Status=Active) Active Status may be checked online by the committee during evaluation	Mandatory
	Valid General Sales Tax Registration (Status = Active) Active Status may be checked online by the committee during evaluation. Firms registered in AJKIRD/CBR AJK, their status can't be checked online, it is mandatory for the firms to provide a fresh certificate from the tax department of AJ&K as active sales tax payer.	Mandatory
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan/AJ&K.	Mandatory
	Compliance to the specifications of all items to be procured Mentioned vide Annex-A of this document.	Mandatory
	Relevant Experience: Bidder must attach copy of at least 3 work/supply orders of at least of Rs. 5 lac each issued by public sector organization for printing services in last 3 years ( must be involved in printing business for last 3 years)	Mandatory
	Bidder must attach samples of paper for all quoted item and clearly mentioned the item name on sample paper	Mandatory

**Note:** The Central Purchase Committee may verify provided documents. Verifiable documentary proof for all above requirements and criteria points are mandatory requirement.

- 23.1 Financial evaluation of Proposal will be conducted under the AJKPPRA Rules, 2017. The bidders must comply with above mentioned mandatory requirements and must submit documentary proof for the same, otherwise their respective bid(s) shall not be considered even if the lowest in bid price. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in

favor of the Purchaser, the contractor shall be bound to adjust the same in the Proposal.

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

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

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

23.2 The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

## **24. Rejection / Acceptance of the Bid**

24.1 The Purchaser shall have the right, at his exclusive discretion, to decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

24.2 The Tender shall be rejected if it is:

24.2.1 substantially non-responsive in a manner prescribed in this tender document;  
or

24.2.2 incomplete, partial, conditional, alternative; or

24.2.3 the Tenderer refuses to accept the corrected Total Tender Price; or

24.2.4 the Tenderer has conflict of interest with the Purchaser; or

24.2.5 the Tenderer tries to influence the Tender evaluation / Contract award; or

24.2.6 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;

24.2.7 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);

24.2.8 the Tenderer fails to meet the evaluation criteria requirements (clause-23);

24.2.9 the tenderer has been blacklisted by any public or private sector organization;

24.2.10 the tenderer has mentioned any financial implication(s) in the proposal that is in contradiction to this document and Government rules and regulations.

24.2.11 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.

24.2.12 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

24.2.13 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

## **25. Award Criteria**

The eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre- Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities.

## **26. Acceptance Letter**

The Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 15 days of announcement of bid evaluation reports (Ref. Rule-35 of AJKPPRA Rules, 2017) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

## **27. Redressal of grievances by the procuring agency**

- 27.1 The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 27.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than five days after the announcement of the bid evaluation report.
- 27.3 The committee shall investigate and decide upon the complaint within ten days of the receipt of the complaint.
- 27.4 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the authority.

## **OTHER TERMS & CONDITIONS**

## **28. Execution Schedule**

The Contractor shall deliver Goods/items within (30) days from the issuance of Acceptance Letter.

## **29. Packing**

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

## **30. Delivery**

- 30.1 The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable Goods/Items with any associated/relevant documentation. The approach shall address shipment of deliverables to the various designated sites. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the Goods/Item at Women University of Azad Jammu and Kashmir Bagh, as specified by the Purchaser at the time of delivery.
- 30.2 The Goods/Items shall remain at the risk and under the physical custody of the Contractor until the delivery, testing and taking over of the Goods is completed.
- 30.3 The Contractor shall ensure that the Goods shall be delivered complete. If it shall appear to the Client that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

- 30.4 The Contractor shall include in the Tender a detailed logistics plan which shall include support details for transportation, mobilization and personnel scheduling during project implementation and the warranty period. The Contractor shall provide maintenance, supply and procurement support necessary for Client to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract.

### **31. Payment**

- 31.1 The Contractor shall provide all necessary supporting documents along with invoice.
- 31.2 The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods/Items/Services supplied, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.
- 31.3 The Purchaser shall get verified the details of Goods/Items delivered against the invoice and Payment shall be made on complete delivery of Goods/Items after issuance of satisfactory certificate by concerned team, as per details given in the Letter of Acceptance.
- 31.4 The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial delivers. The Purchaser shall make payment for the Goods supplied, the Services provided and the Works done as per, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.
- 31.5 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan/AJK.

### **32. Price**

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

### **33. Liquidated Damages**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance violates any of the provisions of the Contract / Letter of Acceptance commits breach of any of the terms and conditions of the Contract / Letter of Acceptance, the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods/ Items, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

### **34. Blacklisting**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of AJKPPRA Rules, 2017 and WUAJK Bagh Procurement Regulations and Guidelines.

### **35. Force Majeure**



- 35.1 For the purpose 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 / Letter of Acceptance 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 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 Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Bagh Azad Jammu and Kashmir. The award shall be final and binding on the parties.
- 35.2 The Contractor shall not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure / delay in performance /discharge of obligations under the Contract / Letter of Acceptance is the result of an event of Force Majeure.
- 35.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract / Letter of Acceptance as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 35.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract / Letter of Acceptance and (B) avoid or overcome in the carrying out of its obligations here under.
- 35.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **36. Dispute Resolution**

- 36.1 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 / Letter of Acceptance.
- 36.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract / Letter of Acceptance dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Bagh Azad Kashmir. The award shall be final and binding on the parties.

### **37. Statutes and Regulations**

- 37.1 The Contract / Letter of Acceptance shall be governed by and interpreted in accordance with the laws of Pakistan/AJK.
- 37.2 The Contractor shall, in all matters arising in the performance of the Contract/ Letter of Acceptance, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan/AJK, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.
- 37.3 The Courts of Azad Jammu and Kashmir shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

### **38. Taxes and Duties**

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

### **39. The Client**

- 39.1 The Client shall only carry out such duties and exercise such authority as specified in the Contract/ Letter of Acceptance. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract/ Letter of Acceptance, except as expressly stated in the Contract.
- 39.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
- 39.3 The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

#### **40. Authorized Representative**

- 40.1 The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 40.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.
- 40.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 40.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 40.5 Notwithstanding Clause 39.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.
- 40.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

#### **41. Waiver**

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract/ Letter of Acceptance, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

#### **42. Training**

- 42.1 The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser / the Client to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Goods to be supplied under the Contract.
- 44.1 In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser / Client and proceed to implement suitable remedial measures after consultation with them.

### 43. Special Stipulations

<b>SCHEDULE-A, SPECIAL STIPULATIONS</b>	
<b>For ease of Reference, certain special stipulations are as under:</b>	
<b>Bid Security (Earnest Money)</b>	The Contractor shall furnish the Bid Security (earnest Money) as under: in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; for a sum of Rs. 50,000/- (Rupees Fifty Thousand Only); denominated in Pak Rupees; Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
<b>Delivery Period</b>	Within (04) weeks from the issuance of Acceptance Letter
<b>Liquidated damages for failure / delay in supply of Goods / Items by the Contractor</b>	If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract/ Letter of Acceptance, the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / Items, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

**ANNEXURE-A TECHNICAL SPECIFICATIONS OF PRINTED ITEMS**

Sr. No	Item Name	Details	Qty
1	Terminal Answer Sheets with University log etc.	Serial No: 291002-331000 Single Colour Printing Paper Quality: 68 Grms (Local Fine Paper) Size: 8.25"x13" (Portrait), Binding Material: Thread Stitching No. of Pages in One Sheet: 16 Pages  Packing: 100 Sheets in each packet with serial no marked on envelop (1 <sup>st</sup> and last in packet) <b>(you must attach sample of paper)</b>	40,000
2	Mid Term Answer Sheets With University Logo etc.	Serial No: 270001-310001 Single Colour Printing Paper Quality: 68 Grms (Local Fine Paper) Size: 8.25"x13" (Portrait ), Binding Material: Thread Stitching No. of Pages in One Sheet: 08 Pages Packing: 100 Sheets in each packet with serial no marked on envelop (1 <sup>st</sup> and last in packet) <b>(you must attach sample of paper)</b>	40,000
3	Extra Answer Sheets with University Logo etc.	Serial No: 280001-290000 Single Colour Printing Paper Quality: 68 Grms (Local Fine Paper) Size: 8.25"x13" (Portrait), Binding Material: Thread Stitching No. of Pages in One Sheet: 04 Pages Packing: 100 Sheets in each packet with serial no marked on envelop (1 <sup>st</sup> and last in packet) <b>(you must attach sample of paper)</b>	10,000
4	Envelops	Size 11"x15" on imported craft paper 125 gm with single color printing with proforma <b>(you must attach sample of paper)</b>	5,000
5	Envelops	Size 12"x10" on 80 gram imported paper(white) with single color printing without proforma <b>(you must attach sample of paper)</b>	1,000
6	Degree Envelops	Size 10"x12" on 210 grm art card with lamination with single color printing <b>(you must attach sample of paper)</b>	1000
7	File Covers	Size ( Size 10"*14", On 350 gms, bleech board imported card with 4 colour printing, lamination patti on inside & two hilet) <b>(you must attach sample of paper)</b>	5,000
8	Envelop	Size 11"x15" 80 gram Local Paper (White Colour) Single Colour Printing with University Logo	500
9	Envelop	Size 12"x10" 80 gram Local Paper (White Colour) Single Colour Printing with University Logo	200

10	Envelop	Registry Size 5"x11" 80 Gram Local paper(White Colour) Single Colour Printing with University Logo	500
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# **FORMS & OTHER REQUIRED DOCUMENTS**

## **ANNEX-B**

### **Proposal Submission Form**

[Location, Date]

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

Dear Sir,

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

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

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

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

We remain,

Yours

sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of  
Signatory

Name of Firm

Address

**ANNEXURE-C Price Schedule/ Financial Cost Sheet (For Printed Items)**

<b>Sr. #</b>	<b>Item Details</b>	<b>No of Units/QTY</b>	<b>Unit Rate (Incl. all Taxes) Rs.</b>	<b>Total Cost (Incl. all Taxes) Rs.</b>
1	Terminal Answer Sheets with University log etc	<b>40,000</b>		
2	Mid Term Answer Sheets With University Logo etc.	<b>40,000</b>		
3	Extra Answer Sheets with University Logo etc.	<b>10000</b>		
4	Envelops 11x15 with proforma	<b>5,000</b>		
5	Envelops 11x15 with proforma	<b>1,000</b>		
06	Degree Envelop	<b>1000</b>		
07	File Covers	<b>5000</b>		
08	Envelop 11"x15"	<b>500</b>		
09	Envelop 11"x12"	<b>200</b>		
10	Envelop 05"x11"	<b>500</b>		
<b>Grand Total</b>				

**Notes to Price Table:**

- i. A will determine the total bid cost for all items.
- ii. Prices must be quoted for all items.
- iii. The Purchaser reserves exclusive rights to decrease or increase the quantities of printed items mentioned vide this tender document.

Total Cost (in words) Rs. \_\_\_\_\_

Date \_\_\_\_\_

Signature of authorized person Name:

(Company Seal)

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In the capacity  
of Dully  
authority by

**Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.**

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**ANNEXURE-D**

**Format for Covering Letter**

To

(Name and address of Purchaser)

**Sub:** \_\_\_\_\_.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of \_\_\_ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the \_(insert name of the Purchaser)\_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

\_\_\_\_\_  
Authorized Signatures with Official Seal

**ANNEX-G**

**UNDERTAKING**

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

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

Signature

(Company Seal)

\_\_\_\_\_  
In the capacity of

Duly authorized to sign bids for and on behalf of: