

## WOMEN UNIVERSITY, SWABI

### Topi Road, Main Campus (Kotha) District Swabi, Khyber Pakhtunkhwa

Ph: 0938-221131, 0335-9901317 E-Mail: procurement@wus.edu.pk

## BIDDING DOCUMENT No.WUS/Proc/2025-26/5

### For

# "PRE-QUALIFICATION OF AUTO WORKSHOPS/Firms FOR REPAIR/MAINTENANCE WORK OF UNIVERSITY'S VEHICLES AND GENERATOR(S)"

Closing Date and Time: December, 30, 2025 by 11:00 AM Opening Date and Time: December, 30, 2025 at 11:30 AM



# WOMEN UNIVERSITY, SWABI PRE-QUALIFICATION NOTICE No.WUS/Proc/2025-26/5

# PRE-QUALIFICATION OF AUTO WORKSHOPS/FIRMS FOR REPAIR AND MAINTENANCE WORKS OF UNIVERSITY VEHICLES AND GENERATOR(S)".

Women University, Swabi (hereinafter referred to as WUS) invites sealed proposals from well-reputed automobile workshops/firms on EPADS for pre-qualification of Auto Workshops and firms for repair and maintenance works of its vehicles and supply of Spare Parts for the year of 2025-26 extendable upto 03 years. Bids should be submitted only through (**EPADS**), manual submission of bids is not allowed. The firms having their own workshop/stock/ manpower and expertise, registered with Income Tax, Sales Tax Departments and KPRA (Khyber Pakhtunkhwa Revenue Authority).

contract shall be signed to the pre-qualified firms/automobile workshops and shall be entitled to participate in the RFQ process, i.e. Invitation to Technical/Financial Bids which will be made to the pre-qualified firms/automobile workshops who have signed the agreement/contract with the Women University, Swabi.

Interested automobile workshops/firms may download the Prequalification documents from the University website https://www.wus.edu.pk and EPADS. The Proposals must reach this office on or before December 30, 2025 by 11:00 am and will be opened on the same day (Tuesday) at 11:30 am. Electronic proposals will not be entertained other than bids required to be submitted through (EPADS) KP-PPRA e-Procurement Portal-https://kp.eprocure.gov.pk/. Women University, Swabi reserves the right to accept or reject any or all offers under KP-PPRA rules 2014 amended time to time.

Please attach bid processing fee in the form of Bank Draft/Call Deposit of **Rs. 1,000/-** and bid security **Rs. 100,000/-** (in original hard form) in favor of **Women University, Swabi" OTHERWISE THE PROPOSAL WILL BE REJECTED.** The Proposals without tender Fee and bid security will not be accepted/entertained. No cash payment will be acceptable.

Procurement Officer, Women University, Swabi Main Campus, Admin Block, Topi Road, Kotha, District Swabi. Ph: 0938-221131,03359901317 E-Mail: procurement@wus.edu.pk

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#### "PRE-QUALIFICATION OF AUTO WORKSHOPS"

#### 1. Invitation to bids

Women University, Swabi (hereinafter referred to as WUS) invite Sealed proposals from experienced and tax registered Auto Workshops (hereafter called as bidders) fulfilling the criteria provided under the heading "Prequalification Criteria", for the prequalification of auto workshops for regular repair and maintenance of vehicles of Women University, Swabi on annual basis.

#### 2. <u>Instruction to bidders</u>

- a) The selection of auto workshops will base on Pre-qualification process of KP-PPRA Rule 16. Women University, Swabi will adopt single stage one envelopes bidding procedure as laid down in Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KP-PPRA) amended time to time and Rule # 36.
- b) The prequalification Document shall be a single envelope, containing prequalification proposal. The envelope shall be marked as "Prequalification Proposal". Women University, Swabi engaging in prequalification is announcing, in the prequalification documents, all information required for prequalification including instructions for preparation and submission of the prequalification documents, evaluation criteria, list of documentary evidence required by contractors to demonstrate their respective qualifications and any other information that the Women University, Swabi deems necessary for prequalification. WOMEN UNIVERSITY, SWABI will also upload a set of prequalification documents in its website as well as on (EPADS) E-Procurement portal of KP-PPRA for interested bidders/contractors.
- c) WOMEN UNIVERSITY, SWABI shall evaluate the proposal in the manner prescribed given in the document. During the evaluation no amendments in the prequalification proposal shall be permitted. After prequalification, only the prequalified Automobile Workshops/Firms shall be entitled to participate in the subsequent further procurement proceedings.
- d) WOMEN UNIVERSITY, SWABI, at any stage the procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a firm/contractor, whether or not prequalified, may require the firm/contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as WOMEN UNIVERSITY, SWABI may decide.
- e) WOMEN UNIVERSITY, SWABI shall disqualify a firm/contractor on the ground that he had provided false, fabricated or materially incorrect information. Bidders those will get minimum 60 marks in technical evaluation will be shortlisted for financial bids.

#### 3. Eligibility and Prequalification Criteria

- a) The bidders fulfilling the following eligibility criteria, will be declared eligible for Prequalification process which is provided as Annexure-B. In order to pre-qualify the workshops against Pre-qualification Notice for FY 2025-26, following parameters will be considered for evaluation;
  - i. **Experience**: The interested workshops must have at least 3-years' experience in relevant field.
  - ii. **Quantum of Ownership:** The workshops should have their own complete setup, i.e. Garage, Secure Parking, ensure Spare parts availability, technical experts (Electrical & Mechanical) (Details of workshop is required on company letter head/profile).

- iii. **Communication:** Telephone facility as well as other communication channels like internet should also be available.
- iv. **Active Tax Payers List:** The workshop should be on the active Taxpayers List of FBR and other relevant Tax Authorities. Income Tax, KPRA and General Sales Tax (GST) (registration Copies Required)
- v. **Volume of Business/ Financial Health:** The interested parties must have sound financial position ready to accommodate the payment cycle by Women University, Swabi.
- vi. **Non-Blacklisting Certificate:** The firm/workshop should not be blacklisted from any Government/Semi Government department. Affidavit on E-stamp paper, declaring that the company is not black listed by any Govt. agency / authority (Original required) must be attached with the bid.
- vii. **Physical Visit**: The Competent Authority will conduct physical visit of the premises of the workshop as part of Pre-Qualification. (if deem necessary)

Eligibility	Description	Qualification			
	Certificate of Company/ Firm Registration/ Incorporation under the laws of Pakistan	Mandatory			
	Valid Income Tax Registration and active return filer	Mandatory			
	Valid general sales tax registration (Status = Active with FBR) and active return filer	Mandatory			
Legal	Valid Khyber Pakhtunkhwa Revenue Authority tax registration (Status = Active) and active return filer				
(Mandatory)	Submission of required undertaking on legal valid and attested E-stamp paper that the firm is not blacklisted by any of Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan etc.	Mandatory			
	Compliance to the technical requirement of workshop or items (all items) to be procured mentioned in this Document (Undertaking on company letter head)				
	In full compliance of the Execution Schedule and Delivery period mentioned in Tender Document (Undertaking of same on company letter head)	Mandatory			

**Note** - Kindly fill the annexure – A and annexure - B and attach the supporting documentary evidences as mentioned above and also in each annexure;

Annex - A: Organization Information Annex - B: Prequalification Criteria And also sign the declaration form at the end of document and attach with your other documents.

#### 4. Scope of Job

- a) WOMEN UNIVERSITY, SWABI will offer a prequalification contract of financial year 2025-26 to qualified bidders for regular repair and maintenance which includes but not limited to: -
  - Routine changes of filters and general Periodic maintenance
  - Repair of body, suspension and engine.
  - Complete Engine overhauling
  - Repair of floor/roof, seats, window glasses and coloring of vehicles.
  - Repair and maintenance of official vehicles of different make and models.
  - Provision/Installation of spare parts

Any other repair work of official vehicles/Generator of this University.

#### List of available Vehicles:

S. No	Name of Vehicle	Model
1	Toyota Hiace (BD 2837)	2014
2	Toyota Hiace (BD 2842)	2014
3	Hiace ambulance (BD 2079)	2019
4	Hino Bus (B2091) 32-Seater	2019
5	Hino Bus (B2092) 32-Seater	2019
6	Hino Bus (AFR) 32-Seater	2024
7	Daewoo bus (A9125)	2008
8	Daewoo Bus (A9126)	2008
9	Hino Bus (B 2087) 64-Seater	2017
10	Hino Bus (B 2088) 64-Seater	2017
11	Hino Bus (B 2089) 64-Seater	2017
12	Hino Bus (B 2158) 64-Seater	2024
13	Hino Bus (AFR) 64-Seater	2024
14	Jac Mini Bus (BD 2839)	2014
15	Jac Mini Bus (BD 2840)	2014
16	Jac Mini Bus (BD 2841)	2014
17	Toyota Revo (B 2080)	2018
18	Honda Civic (B 2053)	2017
19	Toyota Corolla (BD 2838)	2014
20	Suzuki Cultus (BD 2040)	2014
21	Suzuki APV (B 2081)	2019
22	Suzuki Carry loader (AFR)	2025
23	Suzuki Carry Bolan (B 2041)	2016
24	Tractor	2017
25	Generator(s) SDMO	2016
26	Any other vehicle	

- b) The contract of qualified firms can be extendable upto 03 years on same TORs subject to the satisfactory performance and approval of competent authority.
- c) The WOMEN UNIVERSITY, SWABI will ask qualified firm/contractor to participate in Request for Quotation (RFQ) financial proposal for required repair and maintenance as mentioned above, when required.
- d) The contractor will provide financial proposal in response of RFQ for repair and maintenance including provision of work as mentioned in part "a)" of its busses or any other official vehicles.
- e) The firm/contractor with lowest offered bid in response to RFQ and compliance with technical specification will be awarded work order for the said repair and maintenance of university vehicles and generator(s).
- f) The firm/contractor will provide quality spare parts within agreed timelines of purchase order during the contract period.

#### 5. Workshop requirements

The workshops who are interested to apply should have the preventive/corrective repair and

maintenance facilitie.

Workshop must have capability for all of the following:

Engine: overhaul, gasket replacement, radiator service, water pump, throttle body, electronic diagnostics Transmission & Axles: gearbox overhaul, torque converter, valve body, differential rebuilds, clutch

replacements

Suspension & Steering: coil/leaf springs, stabilizers, steering. rack/box/pump repairs

**Brakes:** rotor skimming, vacuum test, servo replacement

Air Conditioning: compressor, condenser, evaporator, refrigerant recharge, expansion valve, hoses

Wheels: tire replacement, digital alignment, rim repair

**Bodywork:** full body respray, bumper respray, detailing, rubbing & polish

Emergency: towing facilities, mechanic visit services

Parts Shop: availability of essential parts onsite

Any other repair and maintenance work of university different vehicles.

#### 6. <u>Terms of Reference</u>

For repair, maintenance and purchase of spare parts for different make and model vehicles/Generator(s), the sealed bids are invited from sale tax/income tax/KPRA registered well reputed workshops. To provide uninterrupted repair and maintenance of buses/ vehicles/Generators, firm/ contractor will agree on following terms of references;

- a) The interested workshops must have at least 3-years' experience in the relevant field priority will be given to those workshops who have 3 years or more experience in repair and maintenance and dealership.
- b) The workshops should have their own complete setup i.e., garage, good quality spare parts and availability of highly skilled technical experts.
- c) Must have telephone and email facility.
- d) The workshop should be registered with sale tax/income tax, KPRA and professional tax department; valid documents must be attached.
- e) The interested parties must have sound financial position; proof may also be provided.
- f) Secure garage for the official vehicles must be ensured, the firm/contractor/workshop will be responsible for any loss/ damage/ theft caused to the official busses/vehicles handed over to them for their repair and maintenance work.
- g) Confidentiality of all correspondences / matters must be ensured.
- h) Non-black listing certificate on stamp paper must be provided by the firm/bidder.
- The contract will bound to provide required service within agreed timelines starting from issuance of purchase order through e-mail or in hard form. Hard copy of purchase order will also be provided.
- j) A penalty of 0.5% of value of work order will be charged on each day delay after deadline.
- k) Income tax, GST, KPRA and other applicable taxes will be deducted in accordance with the provisions of Government Rules amended time to time.
- In case of any dispute regarding quantity, quality of service and specification, the decision of the WOMEN UNIVERSITY, SWABI shall be final & binding.

- m) The payment for the services will be made through cross check/E-Transfer on the successful completion of service and receipt of invoice.
- n) The workshop must nominate focal person/representative for liaison with WOMEN UNIVERSITY, SWABI.
- o) Prequalification documents/Terms and Conditions duly signed and stamped by the owner/authorized representative of the Firm shall also be submitted in hard form to this office other than the submission of proposal through EPADS.
- p) Bank Statement /Statement of financial position etc. to prove the financial health of the Firm.
- q) Participating firms must submit security deposit amounting to Rs. 100,000/- 2 percent of the total available budget in shape of Bank Draft /Pay Order in favor of Women University, Swabi hard copy of which should be presented at the time of bid opening on given date and time.
- r) Non-Blacklisting Certificate in the form of an affidavit stating that the firm is not blacklisted in any Government 'Semi government department 'office.
- s) Proof of being an active taxpayer ATL.
- t) Proof of Experience on its own Letterhead duly verified by CEO or Rep. of the firm.
- u) The workshop on the panel will be bound to carry out the work, when vehicle is referred to it even in odd hours. While submitting rates the workshop should clearly show the offer rates.
- v) The workshop will be bound to return old spare parts in case of replacement with new.
- w) Warranty period of each item replaced or repaired should be clearly mentioned in quoted rates.
- x) If the same defect is arisen again the workshop will be responsible to replace it free of cost within specific period as mentioned during warranty period
- y) Firms will be evaluated on the parameters given at para-3 of this document.
- z) The Result of prequalification will be announced under Rule-16 of KP-PPRA rules 2014 amended time to time.

#### 7. Guidelines

- a. Only EPADS registered firms/workshops can apply for the tender.
- b. Only short-listed firms/ contractors/ applicants will be considered for award of prequalification contract.
- c. All documents and information received by WOMEN UNIVERSITY, SWABI from applicants will be treated in strictest confidence.
- d. All expenses related to participation in this pre-qualification document shall be borne by the applicants.
- **e.** Documents shall also be submitted in hard form at the time of bid opening other than the submission through E-PADS.
- f. WOMEN UNIVERSITY, SWABI reserves the right to request submission of additional information from applicants in order to clarify/further understand aspects of technical proposal, if required.
- g. WOMEN UNIVERSITY, SWABI reserves the right to verify any information provided by the firm/contractor/applicants.
- h. Questions about prequalification proposal can be made only in writing. For any other related

information please contact the undersigned.

<u>Postal Address:</u> Procurement Officer Women University, Swabi, Main Campus, Admin Block Topi Road, Kotha (Soganday) District Swabi, KPK. Phone: (0938) 221131, 03359901317

#### 8. <u>Declaration</u>

Kindly provide the declaration as per format provided below at the end of proposal. I, hereby declare that:

all the information provided in the technical proposal is correct in all manners and respects and I am duly authorized by the Governing body/Board/Management to submit this proposal on behalf of " [type the name of organization] "  $\frac{1}{2}$ 

Name of Representative	
Firm or Company Name	
Designation	
Signature	
Official Stamp	
Date	

#### 9. <u>Submission of Prequalification Proposal</u>

Complete proposal containing technical details; all required information and documentary evidences may be submitted through EPADS and hard copies of document may also be submitted to the office of undersigned before 11.00 am December 30, 2025. The proposals will be opened on same day at 11:30 am in the presence of bidders who wish to attend. The proposal should be submitted in sealed envelope clearly mentioned "Pre-qualification of Auto Workshops"

#### 10. Performance Guarantee

Prequalified vendors/contractors submit performance guarantee amounting to Rs. 250,000 in shape of Demand Draft (DD) /Call Deposit Receipt (CDR) from a scheduled bank in favor of Women University, Swabi within 30 days after award of contract.

#### Cover Letter for the Submission of Prequalification / Technical Proposal

[Firm letterhead] [Date] To

Convener Central Purchase Committee [Address mentioned in Data Sheet]

Re: Technical Proposal in respect of [Insert title of assignment]

Dear Sir,

We offer to provide the Services for [Insert title of assignment] in accordance with your Tender for Proposal dated [Insert Date of Tender advertised]. We hereby submit our technical Proposal including the required documents in a sealed envelope. We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will initiate the services as per the client's request if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank you.

Yours sincerely,

Signature Name and title of signatory

#### **INDEX:**

S#	Description	Attached Yes/No	Page No
1	Application Form		
2	Profile of the Firm, Detail of the proprietor, Office Capacity, Inventory Capacity, Service Center Workshop etc.		
3	Proof of Workshop		
4	Relevant Experience		
5	Financial Strength		
6	Detail of Staff		
7	NTN & STRN/KPRA Registration Certificate		
8	Income Tax/ Sales Tax Return		
9	Bank Statement		
10	Letters of acceptance, Contract agreements and Work Orders Completed		
11	Performance Certificates from Government and Semi Government Department		
12	Undertaking on Stamp paper that the company has never backlisted by any provincial or federal government department, Agency Organization or any autonomous bodies anywhere in Pakistan.		
13	Security Deposit/ CDR		

#### **Important Note:**

- 1. Proper annexure shall be placed in sequence.
- 2. The competent authority may reject all proposals at any time prior to the acceptance of a bid or proposal. WOMEN UNIVERSITY, SWABI shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals.

Organization Information							
S#	Required Information Response						
1.	Legal name of the Auto Workshop						
2.	Year of Registration/ Establishment of the Organization						
3.	National Tax Number						
4.	General Sales Tax (GST) Number						
5	KPRA Registration Number						
	Name and designation of 'Head of Organization'						
	Mobile:						
	Phone/s:						
5.	Email:						
	Fax:						
	Address of organization:						
	Website address:						
	Name and designation of 'Contact Person':						
	Mobile:						
6.	Phone(s):						
	Email:						
	Fax:						

#### Annexure B

<b>S</b> #	Description	Category		ts	<b>Documents Required</b>	
		Points	(Rubric)			
	elevant Experience – 2		T			
S#	Sub-Criteria	Points	Rubric		<b>Documents Required</b>	
1.1	3–5 years' relevant	10	Demonstrated work			
	workshop experience		history in automotiv	e		
			repair & maintenanc	e	Copies of firm registration,	
1.2	6–8 years'	15	Strong industry		work orders/Contract	
	experience		presence		agreement or establishment	
1.3	9+ years' experience	20	Established long-ter	m	letter, NTN certificate	
			service reliability			
			•			
. Fir	nancial Capability – 20 F	Points				
S#	Sub-Criteria	Points	Rubric		<b>Documents Required</b>	
2.1	Bank statement up to	10	Minimum liquidity			
	PKR 10 million				Copies of tax returns OR	
2.2	PKR 10–20 million	15	Moderate financial		bank statement in the name	
			sustainability		of firm/Auto workshop	
2.3	PKR 20–30 million	20	Strong financial capaci	ity		
	or more					
. Cli	ient Portfolio – 20 Points					
S#	Sub-Criteria	Points	Rubric	Dog	cuments Required	
3.1	5–10 active clients	10	Basic client portfolio			
				Clie	ent list on signed company	
3.2	11–15 clients	15	Diversified client	lette	erhead shall be provided	
			base	alor	ng with contact No and	
3.3	16–20 or more	20	0 1 11		resses.	
	clients		client network			
	orkshop Facilities (Techi		•	•		
				•	to perform the full list of ls, electrical, diagnostics,	
cual	rs provided (engine, trai work, etc.).	110111251UII,	AC, DI ake, Suspension,	wnee	15, CICCHICAL, MAGNOSTICS,	
-	WUI K. ELC. /.					
-	Sub-Criteria	I	Points Ru	bric	Documents	

4.1	Basic Mechanical Workshop	10	Capability for oil & filter replacement, belts, tensioner replacement, spark plugs, battery service, basic mechanical repairs	Workshop facilities list on signed letterhead
4.2	Advanced Mechanical & Electrical Workshop	15	Facility equipped for:  • Engine Overhaul & Rebuild  • Fuel system services (injector nozzle, injection pump overhaul)  • Turbo repair  • Engine head repair  • Mechanical + electrical diagnosis  • Transmission repairs (manual/automatic)  • Steering & suspension repair  • Brake overhauling  • Wheel alignment, balancing, rotation	Workshop facilities list on signed letterhead
4.3	4.3 Comprehensive Full- Service Workshop (Mechanical + Electrical + AC, Transmission + Body work + Parts Shop)  electrical Tr geaco diff rep Su co stee Br van Ai co eva rectho W dig Bo bu rul		Workshop must have capability for all of the following:  Engine: overhaul, gasket replacement, radiator service, water pump, throttle body, electronic diagnostics  Transmission & Axles: gearbox overhaul, torque converter, valve body, differential rebuilds, clutch replacements  Suspension & Steering: coil/leaf springs, stabilizers, steering rack/box/pump repairs  Brakes: rotor skimming, vacuum test, servo replacement  Air Conditioning: compressor, condenser, evaporator, refrigerant recharge, expansion valve, hoses  Wheels: tire replacement, digital alignment, rim repair  Bodywork: full body respray, bumper respray, detailing, rubbing & polish  Emergency: towing facilities, mechanic visit services  Parts Shop: availability of	Workshop facilities list on signed letterhead.

			essential parts onsite			
5. Trained Technical Staff – 20 Points  S# Sub-Criteria Points Rubric Documents Required						
5.1	1–3 trained/ certified technicians/Diploma Holder	10	Minimum capability for routine repairs	Staff list with designations and qualification on		
5.2	4–6 trained staff	15	Workforce capable of handling multiple repair categories	letterhead Diploma holder/technician		
5.3	7–10 or more trained staff	20	Skilled team with multi- disciplinary expertise (engine, AC, electrical, suspension, diagnostics, paint & body)			

**Note:** Minimum qualification marks are 60. Absence of any required document will lead to zero marks in that specific area.

#### **Contract Agreement**

THIS Auto Repair Work CONTRACT AGREEMENT (hereinafter called the "Agreement") made on this----day of January, 2026 between Women University, Swabi (hereinafter called the client "Procuring Entity") of the one part and name, address------ (hereinafter called the "Service provider, Contractor" for repair and maintenance work of different Vehicles of Women University, Swabi) of the other part.

WHEREAS the Women University, Swabi Pre-qualify ------(Name of the firm) and award the contract for repair and maintenance work of different vehicles of Women University, Swabi through open competitive bidding vide tender No.WUS/Proc/2025-26/05.

NOW this Agreement witnesseth as follows:

- a. Initially the contract will be for the Financial-Year of (2025-26), which commence from the date of execution of contract. However, there will be three (03) months probationary period (which will be started from the date of execution of contract), if the contractor fails to provide quality and satisfactory service. The contract will be cancelled with immediate effect.
- b. Contract can be extendable on yearly basis upto 03 years by mutual agreement. Management reserves the right to **terminate** the contract at any time on **one-month prior notice.** However, the service provider will give **01-months**' notice in writing if he/she desires to terminate the contract before the expiry of the contract.

#### 1. Contract Documents and Information

The Firm/Contractor shall neither disclose any document, specification, sample, information nor make use of the Contract or disclose any of the provisions contained therein, furnished by or on behalf of the Purchaser, without prior permission of the Purchaser, to any person other than a person employed by the Contractor in performance of the Contract and such disclosure shall be only for purpose of performance of the Contract.

#### 2. Contract Language:

The language of the Contract and other relevant documents between the Firm/Contractor and the Purchaser shall be in English.

#### 3. Performance Security:

The firms prequalified under this contract shall submit Performance security @ Rs. 300,000 in shape of Bank Guarantee (Schedule bank of Pakistan) /Demand Draft (DD) / Call Deposit Receipt (CDR) which will be submitted in the name of Women University, Swabi within one month of award of contract.

#### 4. Standards:

The Items provided/supplied under the Contract shall be as per the required specification and of good quality.

#### 5. Commercial Availability:

It will be the responsibility of the contractor to ensure the availability of the required spare parts from the local/Prevailing market.

#### 6. Patent Rights:

The Firm/Contractor shall indemnify and hold the Purchaser harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use/supply of the Items or any part thereof.

#### 7. Execution Schedule:

The Firm/Contractor shall ensure the repair and maintenance of vehicles work/delivery of Items mentioned in the Prequalification Document on top priority and must be mention in the quotation.

- The Firm/Contractor shall deliver the Items at WOMEN UNIVERSITY, SWABI and any other location specified by the purchaser according to work/service order as specified by the Purchaser.
- The Firm/Contractor shall be responsible for physical custody of the Items until the delivery, testing and taking over of the Items is complete.
- The Items shall be delivered completely by the Firm/Contractor and if there is any apprehension of incomplete delivery, the Firm/Contractor shall complete the missing delivery immediately at his expenses.
- The Firm/Contractor is required to provide a comprehensive logistics plan including supporting details regarding transportation, mobilization and personnel scheduling during warranty period.
- The Firm/Contractor shall arrange and pay for the transport and maintenance of the Item to the place of destination as specified in the Contract.

#### 8. Inspection and Testing

Inspection Committee WOMEN UNIVERSITY, SWABI shall inspect the Repair and maintenance work and test Items at the time in order to verify their conformity to the Technical Specifications. WOMEN UNIVERSITY, SWABI may reject the Items if they are not in conformity to the Technical Specifications, in any test(s) or inspection(s) and the Firm/Contractor shall either replace the rejected Items or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.

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

Nothing contained in this document shall, in any way, release the Firm/Contractor from any Warranty or other obligations under the Contract.

#### 9. Warranty:

The Firm/Contractor shall warrant to the Purchaser for check warranty 300 km or 15 days after repair and maintenance of vehicles/Installation of spare sparts that the Items supplied under the Contract are good quality, sourced through proper channel, without any defect and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Firm/Contractor shall provide replacement of defective/damaged items within 24 hours of intimation. The Firm/Contractor shall clearly mention Terms and Conditions for the services/Items supplied after provision. The Client shall, by written notice served on the Firm/Contractor with a copy to the Purchaser, indicate any claim(s) arising under the warranty. The Firm/Contractor shall, within the prescribed time period, after receipt of such notice, replace the defective/damaged Items or parts thereof, without any cost to the Purchaser. The end user licenses, end user warranties and end user contracting support Items shall be in the name of Purchaser, for the Items supplied under the Contract.

#### 10. Ownership of Items and Replaced Components:

Items to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Items are taken over by the Purchaser. Any Defective components supplied to be replaced by the Contractor, pursuant to the Contract.

#### 11. Defects Liability Expiry Certificate:

The Firm/Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Purchaser, apply for a Defects Liability Expiry Certificate.

The Client shall, within 07 working days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor with a copy to the Purchaser, stating the date of expiry of the Warranty Period for all the Items supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

#### 12. Payment:

The Firm/Contractor shall provide all necessary supporting documents along with invoice. The Firm/Contractor shall submit an Application for Payment to the Purchaser. The Application for Payment shall be accompanied by such invoices (02 Copies), 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 Items supplied up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

The Purchaser shall get verified the details of Items delivered against the invoice from the concerned Officer/ Inspection Committee and Payment shall be made on complete delivery of Items after issuance of satisfactory certificate by concerned Officer/ Inspection Committee, as per details given in relevant Letter of Acceptance.

The Purchaser shall pay the amount verified within 15 working days. Payment shall not be made in advance and against partial deliveries. The Purchaser shall make payment for the Items supplied to the Contractor, as per Government policy, in Pak Rupees, through cross cheque/e-payment.

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 Acceptance Letter till termination of the signed contract in this regard.

#### 13. Price:

The Firm/Contractor shall not charge prices for the Items supplied and provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Firm/Contractor in the Price Schedule. RFQs, financial bid along with technical specification shall only be issued to pre-qualified firms/Bidders

#### 14. Contract Amendment:

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

The Firm/Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Firm/Contractor with a copy to the Client.

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

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

#### 15. Assignment/Subcontract:

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

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

#### 16. Liquidated Damages:

If the Contractor/Firm fails /delays in performance of any of the obligations, under the Contract/violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract 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 @ 0.5% per day which is attributable to such part of the 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, 10% of the Contract Price.

#### 17. Blacklisting:

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

#### 18. Termination for Default:

If the Contractor/Firm fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract /commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action /remedy it may have, by written notice served on the Contractor/Firm with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor/Firm does not cure its failure/delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice. If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Items, similar to those undelivered, and the Contractor/Firm shall be liable to the Purchaser for any excess costs for such similar Items. However, the Contractor/Firm shall continue performance of the

#### 19. Termination for Insolvency:

Contract to the extent not terminated.

If the Contractor/Firm becomes Bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action/remedy it may have, by written notice served on the Contractor/Firm with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

#### 20. Force Majeure:

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 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.

If a Force Majeure situation arises, The Contractor/Firm 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/Firm shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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 and (B) avoid or overcome in the carrying out of its obligations here under. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 21. Dispute Resolution and Redressal of Grievances by the Procuring Agency:

The Purchaser may constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.

Any Bidder(s) feeling aggrieved by any act of the Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.

The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

The Purchaser and the Contractor/Firm 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.

#### 22. Taxes and Duties:

The Contractor/Firm shall be entirely responsible for all applicable 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 time to time.

#### 23. Contract Cost:

The Contractor/Firm shall bear all costs /expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible /liable for those costs / expenses. The successful Bidder(s) shall provide legal Stamp Papers of relevant value according to Government.

#### **24.EQUIPMENT:**

Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor 's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

# IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE FIRST WRITTEN ABOVE.

First Party	Second Party
Registrar Women University, Swabi	Service Provider/Contractor (Authorized Representatives/ Focal Persons)
Name: -	Name:
Designation:	Designation:
CNIC:	CNIC:
Mobile No:	Mobile No:
Office No.	Office No.
Email:	Email:
Date:	Date:
Witness 1:	Witness 2:
Name:	Name:
Designation:	Designation:
CNIC:	CNIC:
Mobile No:	Mobile No:
Office No.	Office No.