

WOMEN UNIVERSITY, SWABI

BIDDING DOCUMENTS

FOR THE DISPOSAL

OF VARIOUS UNSERVICEABLE ITEMS,

SCRAP AND WASTE MATERIALS.

Tender No.WUS/AUC/2026/02

WOMEN UNIVERSITY, SWABI
TOPI ROAD MAIN CAMPUS, KOTHA, DISTRICT SWABI
KHYBER PAKHTUNKHWA
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ABBREVIATIONS AND ACRONYMS

ATL	Active Tax Payers List
ADC	Assets Disposal Committee
BGAP	Bank Guarantee for Advance Payment
BDS	Bid Data Sheet
BF	Bid Form
BSG	Bid Security/Guarantee
BSD	Bid Solicitation Documents
CF	Contract Form
DOA	Description of Assets
DOPA	Disposal of Public Assets
FBR	Federal Board of Revenue
GCC	General Conditions of Contract
GFR	General Financial Rules
GPS	Global Positioning System
GOKP	Government of Khyber Pakhtunkhwa
GRM	Grievance Redressal Mechanism
IFB	Invitation for Bids
ITB	Instruction to Bidders
ICB	International Competitive Bidding
JVCA	Joint Venture, Consortium, and Association
KPPRA	Khyber Pakhtunkhwa Public Procurement Regulatory Authority
KPRA	Khyber Pakhtunkhwa Revenue Authority
LOA	Letter of Acceptance

NCB	National Competitive Bidding
NOC	No Objection Certificate
NOA	Notification of Award
PG	Performance Guarantee
PS	Price Schedule
PE	Procuring Entity
QEC	Qualification and Evaluation Criteria
SBD	Standard Bidding Documents
SCC	Special Conditions of Contract
SoRs	Schedule of Requirements
The Procurement Act	Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012
The Procurement Rules	Khyber Pakhtunkhwa Public Procurement of Goods, Works, and Services Rules, 2014
UIN	Unique Identification Number
URN	Unique Recognition Number

WOMEN UNIVERSITY, SWABI

NOTICE INVITING TENDER

Auction of various unserviceable/old/Scrap items and waste material in Women University, Swabi

No. WUS/Auc/2026-27/02

Women University, Swabi invite sealed bids under single stage One envelop bidding procedure for auction of various unserviceable/old/Scrap items and waste materials on **“AS-IS WHERE-IS, CLEAN-UP and ALL MUST GO”** basis from Individual /firms/contractors registered with tax authorities (Sales Tax and Income Tax) and must be on active tax payers list of FBR with following terms and conditions.

TERMS AND CONDITIONS:

1. Auction/Tender documents can be downloaded from Women University, Swabi Websites www.wus.edu.pk or can be obtained from Office of the Procurement Officer, **Women University, Swabi, Topi Road, Main Campus, Kotha, District Swabi** on the payment of tender fee **Rs. 2,000/=** in shape of CDR or by online deposit in **Women University, Swabi “other collection account No 238739974 in UBL main branch Swabi** w.e.f **15-08-2026** till the closing date of bid.
2. Interested parties may examine the said old/Scrap items on any working day between **08:00 a.m. to 4:00 p.m.** on above mentioned address up to **31-08-2026** till 11:00 am.
3. Original bids/ offers along with Bid Security in the form of Call Deposit Receipts/Demand Draft /Bank Guarantee issued by a schedule bank of Pakistan 5% of the total bid value in the name of Women University, Swabi, in sealed envelope and should reach to Women University, Swabi at the **office of under signed** till **11:00 a.m. by August, 31, 2026**. The offer received without above mentioned bid security and after above mentioned date and time shall not be accepted /entertained.
4. The bid shall be opened in the Committee Room of Women University, Swabi in the presence of bidders at **11:30 a.m. on August 31, 2026**. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bid shall be opened on next working day at the given time and venue.
5. The bidding document are classified into three (3) Lots, (Lot-A, B and C)
6. Interested Bidders can apply to any of the above Lots and can apply for all the lots.
7. The bidders must quote rates for all the items mentioned in each Lot otherwise bid will be rejected.
8. The successful bidder shall also be liable to pay all applicable taxes in addition to bid amount.
9. The store will be handed over to successful bidder after approval of competent authority and on receipt of complete payment.
10. Women University, Swabi may reject all or any bid as per KPPRA amended rules-2014 with solid reason.
11. Bidders will have to quote rates/bids with all applicable Government taxes.
12. If the Auction Committee feels that the rates quoted by the bidders is below market rates/reserve price the bids shall be rejected.
13. The successful bidders will take Scrap/material in presence of Auction Committee before carrying the material, he will pay the total amount by depositing in Women University, Swabi Other Collection Account No. 238739974.
14. Successful and approved bidders should submit 1/4th of bid amount on same occasion and remaining amount should be submitted within Three (03) calendar days after order. If full amount is not deposited in

- Three (03) calendar days the bid security will be forfeited.
15. The Bid amount will release after clearance of site as per the instructions of Auction Committee.
 16. Successful bidder will lift all material within **07 (Seven)** days and he is liable to clean the ground where material placed.
 17. Successful bidder will be required to pay the total taxes value currently applicable as per rule.
 18. The WOMEN UNIVERSITY, SWABI employees and their families will not be entitled to participate in the auction/bidding process.
 19. Details terms and conditions and list of items to be auctioned is mentioned in the bidding documents.

Contact Persons for visit of unserviceable store.

Mr. Abdul Nasir (Store Assistant)
Women University, Swabi, Main Campus, Kotha
Contact# 0313-8545905

Procurement Officer
Women university, Swabi
Email; procurement@wus.edu.pk
Contact# 0335-9901317

Auction Form
For the Disposal of Old / Damaged / Unserviceable / and irreparable Material in
Women University, Swabi.

Auction No. WUS/AUC/2026-27/02

Note:

- i. Firm/Bidder must fill in all the details as required in the form.
- ii. Use Capital letters.

Business/Individual Name: _____

Father/Husband Name (if Individual): _____

Name(s) of Owner(s): _____

CNIC No: _____

NTN: _____

Sales Tax Registration No: _____

Business Address: _____

Telephone: _____ **Fax:** _____

Cell No: _____ **Email:** _____

Authorized Signature/Stamp

Date _____

Part-I

General Provisions for Disposal of Public Assets

Notes on General Provisions for Disposal of Public Assets

Part-I contains information and provisions for Disposal of Public Assets. This Part is divided into two Sections:

Section-I	Instructions to Bidders (ITB)
Section-II	General Conditions of Contract (GCC)

Part-I

Section-I

Instructions to Bidders

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Part-I

Section-I

Instructions to Bidders

ITB Title	ITB No.	Description of ITB
A. General		
1. Legal Framework for Disposal of Public Assets	1.1	Disposal of Public Assets (the term Public Assets is, hereinafter, interchangeably referred to as Assets or assets) under these Standard Bidding Documents (SBD), to be customized as Bid Solicitation Documents (BSD) for each particular case of disposal of assets by the Women University, Swabi, shall be undertaken following the provisions of the following legal instruments: a) The Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 (hereinafter, referred to as “the Procurement Act”) b) The Khyber Pakhtunkhwa Public Procurement of Goods, Works, and Services Rules, 2014 (hereinafter, referred to as “the Procurement Rules”) c) The Khyber Pakhtunkhwa Public Procurement Grievance Redressal Rules, 2017 (hereinafter, referred to as “the Procurement Grievance Rules”) d) Regulations, Guidelines, Orders, and Instructions issued under the above Act and Rules
	1.2	There are some specific provisions for the disposal of assets in the above legal instruments, while the principles, methods, and procedures, relating to the public procurement process, shall apply, <i>mutatis mutandis</i>, to the disposal of assets to maximize revenue to the Government, in place of the accumulated assets being disposed of. The provisions of the Procurement Act have an overriding effect in terms of Section 36-A of the Act, which states: “Notwithstanding anything to the contrary contained in any other law, concerning public procurement, the provisions of this Act shall have an overriding effect.”

	1.3	Other related legal instruments covering some modes of disposal of particular categories of assets or some aspects of the disposal of assets include: a) General Financial Rules (GFR) b) The Khyber Pakhtunkhwa Delegation of Financial Powers Rules, 2018 c) The Khyber Pakhtunkhwa Public-Private Partnership Act, 2020 d) The Khyber Pakhtunkhwa Tenancy Act of 1950 e) Sector and Departmental Rules, Regulations, and Procedures for the disposal of assets
	1.4	Unless otherwise specifically provided in the BSD, terms, and expressions used in this BSD shall have the same meanings and interpretation as described in the General Conditions of Contract (GCC) in Part-I Section-II.
	1.5	Disposal of Public Assets means the divestiture of any public assets and other rights of, wholly or partially Women University, Swabi by any means, including sale, rental, lease, franchise, outsourcing, transfer of title, or any combination thereof, as specified in the BDS.
	1.6	Disposal of Public Assets shall be carried out through the method, procedure, and mode, as specified in the BDS. The mode(s) of disposal, depending on the nature of the assets and objectives of the disposal, may be any one or any combination thereof, from the following list, but not limited to: a) Sale of moveable assets (purchasing or buying by bidder) b) Rental c) Lease out d) Hire-purchase e) Franchise f) Auction (open ascending price auction) g) Auction (sealed bid auction) h) License i) Tenancy j) Outsourcing k) Transfer of title l) Transfer from one Government Department to another with or without financial adjustments m) Lay off intellectual or proprietary rights and goodwill n) Any combination thereof

	1.7	This BSD has been designed for Open Competitive Tendering & Sealed Bid Auction .
	1.8	The BSD contains details regarding qualifications and eligibility criteria of bidders, description of assets for disposal, their locations and conditions, bid validity period, Bid Security/Guarantee, evaluation criteria, the reserve price of the assets, taxes, duties, ceases, commissions, fees, etc., where applicable, and the contract specimen, containing the terms and conditions of the disposal contract along with General Conditions of Contract and Special Conditions of Contract.
2. Scope of Bid	2.1	The Women University, Swabi, in connection with Invitation for Bids (IFB), indicated in the Bid Data Sheet (BDS), for disposal of assets, as per the description given in the Description of Assets in Part-II Section-IV and further specified in the BSD, issues this set of Bid Solicitation Documents (BSD) for the use of prospective bidders to prepare and submit their responsive bids.
	2.2	The Women University, Swabi, Bidder, and Successful Bidder shall perform such acts and obligations in the manner and time, as described in the BSD.
3. Source of Funds	3.1	(Not applicable)
4. Eligible Bidders	4.1	The Invitation for Bids (IFB) contained in Part-II Section-I and published in the prescribed manner will be open to all bidders, subject to meeting the Qualification and Eligibility Criteria and other conditions stated in Part-II Section-III and further specified in the BSD.
	4.2	A bidder participating in the bidding process through a representative shall submit a Power of Attorney to the Women University, Swabi to that effect, on the format given in Part-II Section-VI, as specified in the BSD.
	4.3	The Lead Member of Joint Venture, Consortium, and Association (JVCA) shall, at the time of Contract award, confirm by submission of a Power of Attorney to the Procuring Entity, that establishes that all members/partners of the JVCA shall be jointly and severally bound and liable by the decisions and actions taken by him, and obligations created by the contract. A format for the Power of Attorney is given in Part-II Section-VI.

5. One Bid per Bidder	5.1	A bidder will be allowed to submit only one bid, either individually or as a member or partner in a Firm, Company, or JVCA, for any Lot/Package/Bidding Unit, in the same bidding process, unless otherwise specifically mentioned in the BDS.
	5.2	Subject to the exception provided in ITB Clause 5.1, if any, a bidder who participates in, or submits more than one bid, either individually or as a member or partner in a Firm, Company, or JVCA, for any Lot/Package/Bidding Unit, in the same bidding process, will render all such bids disqualified.
6. Eligible Categories of Public Assets for Disposal	6.1	Unless otherwise excluded by any law with an overriding effect, Public Assets for disposal may include any one or more of the following categories of assets, as stated in Description of Assets in Part-II Section-IV, and further specified in the BDS: a) Any movable and immovable property; and b) Tangible assets, irrespective of whether in working, serviceable, or unserviceable conditions, and intangible assets, irrespective of whether indefinite or definite, including: i. Goods, Works, and Services, including both consulting services and non-consulting services, as defined in the Procurement Act and the Procurement Rules ii. Land and things appended thereto iii. Buildings, Highways, Bridges, Powerhouses, and

		other construction works iv. Plant and Equipment v. Raw materials, Semi-finished items, and Stock inventory vi. Furniture and Fixtures vii. Machinery and Vehicles viii. Computers, stationery, and scrapped items ix. Animals, Fisheries, and Livestock x. Agricultural inputs and produce xi. Forest inputs and produce xii. Minerals, ores, and coal xiii. Natural resources and wildlife xiv. Museums, Zoological Gardens, and Archaeological sites xv. Local Bodies and Municipal Services and Facilities, including but not limited to Vehicle Stands, Cattle Markets, Fruits and Vegetables Markets, Public Fairs, Sports and Recreation Facilities, Toll Services, Advertisement Sites, Parks, Parking Lots, Abattoirs, and Public Lavatories. xvi. Shares, Stocks, Bonds, Bills, Mutual Funds, etc. xvii. Intellectual rights (patents, brands, trademarks, copyrights, commercial secrets, etc.), goodwill, actionable claims, etc; and xviii. Any other kind of proprietary rights that are vested in the provincial government or the Procuring Entity.
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	6.2	The assets for disposal shall be offered on “ as is where is ” basis.
7. Visit and Inspection of Assets	7.1	The prospective bidders are advised to visit and inspect the assets for disposal in liaison with the Auction Committee in the Women University, Swabi, Main Campus, Topi Road, Kotha, District Swabi and Guloo Dheri Campus as specified in the BSD before offer their bids. This will help them to arrive at the most competitive bid.
	7.2	The place and timing for the visit and inspection of assets shall be as described in the BSD. The Women University, Swabi shall facilitate the conduct of the visit and inspection.
B. Contents of Bid Solicitation Documents		

8. Content of Bid Solicitation Documents (BSD)	8.1	The BSD includes the following Parts, Sections, Forms, and Formats, which shall be read in conjunction with any amendment/addendum/corrigendum issued following ITB Clause 10: <u>Part-I</u> Section-I Instructions to Bidders (ITB) Section-II General Conditions of Contract (GCC) <u>Part-II</u> Section-I Invitation for Bids (IFB) Section-II Bid Data Sheet (BDS) Section-III Qualification and Evaluation Criteria (QEC) Section-IV Description of Assets (DOA) Section-V Special Conditions of Contract (SCC) Section-VI Sample Forms and Formats: 1. Bid Form 2. Price Schedule 3. Bid Security/Guarantee 4. Letter of Acceptance 5. Notification of Award 6. Contract Form 7. Performance Guarantee 8. Bank Guarantee for Advance Payment 9. Power of Attorney of a bidder participating in the bidding process through a representative 10. Power of Attorney of the Lead Member of Joint Venture, Consortium, or Association at the time of Contract award
	8.2	11. Integrity Pact 12. Affidavit for Eligibility of Bidders 13. Affidavit for the capability to implement restrictions on end-users and exports 14. Affidavit for provision of Bid Security/Guarantee in Single Stage-Two Envelopes procedure The Instructions to Bidders (IFB) in Part-I Section-I issued by the Women University, Swabi are not part of the Contract unless otherwise generally or specifically provided in the Contract Agreement.

	8.3	A bidder is expected to carefully read the contents of the BSD, including the instructions and notes therein and the forms and formats attached thereto. Failure to submit the bid (Bidding Documents) in the form and manner specified in the BSD or failure to furnish all information, data, and documents required by the BSD or to submit the bid not substantially responsive to the BSD in every respect will be at the risk of the bidder and may result in rejection of such bids.
9. Clarification of Bid Solicitation Documents	9.1	A bidder/prospective bidder requiring any clarification of the BSD may inquire or request the Women University, Swabi in writing. The Women University, Swabi will respond in writing to any query or request seeking clarification, which it receives not later than three (3) working days before the deadline for submission of bids, as indicated in the BDS. Written copies of the Procuring Entity's response, including an explanation of the query or request, but without identifying the source of the query or request, shall be sent to all bidders/prospective bidders, who have already submitted their bids or received the BSD.
	9.2	The Women University, Swabi may hold a pre-bid meeting with the bidders/ prospective bidders, at least five (5) days before the last day for submission of bids, at the venue, date, and time, as specified in the BDS. Any objection or reservation on the BSD shall be submitted in writing in the pre-bid meeting by the interested bidder or by the authorized representative. Written copies of the Women University, Swabi response will be sent to all bidders/prospective bidders, who have already submitted their bids or received the BSD. (Not applicable)
10. Amendment of Bid Solicitation Documents	10.1	At any time before the deadline for submission of the bids, the Women University, Swabi may, for any reason, whether at its initiative or in response to any query or request for clarification by a bidder/prospective bidder, modify the BSD by issuing an amendment/addendum/corrigendum, as required.

	10.2	All bidders/prospective bidders who have already submitted their bids or received the BSD will be notified, publicly or individually, of the amendment/addendum/corrigendum in writing, which shall be binding on them.
	10.3	To allow the bidders/prospective bidders reasonable time in which to take the amendment/addendum/corrigendum into account in revising/preparing their bids, the Women University, Swabi, at its discretion, may extend the deadline for submission of the bids.

C. Preparation of Bids		
11. Cost of Preparation and Submission of Bid	11.1	A bidder shall bear all costs and expenses associated with the preparation and submission of his bid, and the Women University, Swabi shall in no case be responsible or liable for those costs and expenses, regardless of the conduct or outcome of the bidding process.
12. Language of Bid	12.1	The bids prepared by the bidders, all documents related thereto, and correspondence relating to the bids exchanged by the bidders and the Women University, Swabi shall be written in the language, as specified in the BSD. However, supporting technical documents and printed literature furnished in the bidding process may be in another language, provided the same are accompanied by an accurate translation of the relevant passages in the language, as specified in the BSD. For interpretation and evaluation of the bids, the translation shall govern and prevail.
13. Documents Comprising Bid	13.1	A bid prepared by the bidder shall comprise the following components: a) Bid Form and Price Schedule, following ITB Clause 20.1; b) Contract Form, following ITB Clause 37.1; c) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted, following ITB Clause 14; d) Bid Security/Guarantee, following ITB Clause 17.1; e) Performance Guarantee, following ITB Clause 38.1 (by the Successful Bidder only); f) Power of Attorney of a bidder participating in the bidding process through a representative, following ITB Clause 4.2; g) Power of Attorney of the Lead Member of JVCA at the time of Contract award, in the relevant cases only, following ITB Clause 4.3; h) Integrity Pact in cases of disposal of assets worth Rs. one million or above, following ITB Clause 43.1; i) Affidavit for Eligibility of Bidders, following ITB Clause 14.2;

		j) Affidavit for the capability to implement restrictions on end-users and exports, in relevant cases only, following GCC Clause 12.1; k) Affidavit for provision of Bid Security/Guarantee sealed in the Financial Bid, in case of Single Stage-Two Envelopes procedure, following ITB Clause 17.2; l) Any other document required to be submitted, as specified in the BSD. Note: All affidavits, Power of Attorney, and Integrity Pact shall be provided on an E-stamp paper of Rs 150/- each and duly notarized.
14. Documents Establishing Bidder's Eligibility and Qualification	14.1	A bidder shall furnish documents needed to establish the bidder's qualification and eligibility to bid, and to perform the Contract if his bid is accepted, as specified in the BSD.
	14.2	A bidder shall submit an affidavit in the format given in Part-II Section-VI to the effect that he does not fall in the categories of ineligibility stated in the Qualification and Evaluation Criteria given in Part-II Section-III, as specified in the BDS.
	14.3	A bidder shall establish that he has the requisite capability to implement the restrictions on end-users and exports, if any, as stated in the BSD.
15. Bidding Units and Bid Prices	15.1	The Women University, Swabi will constitute suitable lots/Packages/ Bidding Units of the assets for disposal. The details of the lots/Packages/Bidding Units will be described in the Description of Assets in Part-II Section-IV and further specified in the BSD.

	15.2	A bidder shall indicate on the Price Schedule the unit price, where applicable, and/or the total Bid Price of the Bidding Unit. Bidding for a fraction of the Bidding Unit shall not be permitted or accepted.
	15.3	The total price of the bid indicated on the Price Schedule shall be exclusive of any incidental charges, taxes, duties, cesses, commissions, fees, etc., which shall be paid by and/or the liability of the bidder.
	15.4	A bidder shall offer his final price in the bid, which will be considered for evaluation of the bids. However, in case of a tie in the highest evaluated bids, the Women University, Swabi shall invite revised bids from the bidders, who have offered identical highest evaluated bids, in a manner described in the Qualification and Eligibility Criteria given in Part-II Section-III.

	15.5	The Women University, Swabi may negotiate with the Successful Bidder for the award of the Contract, including maximization of the prices for the benefit of the public exchequer, in terms of Rule 50D (12) of the Procurement Rules.
16. Bid Currencies	16.1	Prices shall be quoted in Pak. Rupees, unless otherwise specified in the BSD.
	16.2	The rates of exchange to be used by the bidders or the Women University, Swabi in arriving at the local currency equivalent shall be the selling rates for similar transactions established by the State Bank of Pakistan on the date seven (7) days before the deadline for submission of the bids unless otherwise stated in the BDS.(Not applicable)
17. Bid Security / Guarantee	17.1	A bidder shall furnish, as a part of his bid, a Bid Security/Guarantee in the amount, as specified in the BSD. The Bid Security/ Guarantee shall be submitted from the account of the bidder, who submits the bid unless otherwise provided in the BDS.
	17.2	The bidding procedure shall be Single Stage-One Envelope procedure, the Bid Security/Guarantee shall be sealed in the bid marked "ORIGINAL BID".

	17.3	The Bid Security/Guarantee is required to protect the Women University, Swabi against the risk of the bidder's conduct which would warrant the forfeiture of Bid Security/Guarantee, according to ITB Clause 17.9.
	17.4	The Bid Security/Guarantee shall be in any shape of written guarantee from a scheduled bank, excluding microfinance and other financial institutions, submitted to the women university, Swabi, by a bidder with his bid.
	17.5	The Bid Security/Guarantee of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Security/Guarantee shall be in the name of any or all of the Joint Venture partners.
	17.6	A bid not secured following ITB Clauses 17.1, 17.2, 17.4, or 17.5 shall be declared as non-responsive and rejected, according to ITB Clause 28.4.
	17.7	The Bid Security/Guarantee of the bidders, other than the Successful Bidder, shall be discharged or returned as promptly as possible, but not later than thirty (30) days from the expiry of the bid validity period.

	17.8	The Bid Security/Guarantee of the Successful Bidder shall be discharged or returned upon the bidder's signing the Contract, following ITB Clause 37.1, and, where applicable, furnishing the Performance Guarantee, according to ITB Clause 38.1.
	17.9	The Bid Security/Guarantee shall be forfeited: a) if a bidder withdraws his bid after the deadline for the bid submission and during the period of bid validity, as specified in the BDS; or b) in the case of a Successful Bidder, if the bidder fails to: i. sign or execute the contract following ITB Clause 37.1; or

		ii. furnish Performance Guarantee following ITB Clause 38.1; or iii. accept the arithmetical corrections of his bid following ITB Clause 29.3.
18. Period of Bid Validity	18.1	A bid shall remain valid after the date of bids opening for the period, as specified in the BDS. A bid valid for a shorter period shall be rejected by the Women University, Swabi as non-responsive.
	18.2	In exceptional circumstances, the Women University, Swabi may solicit the bidder's consent to an extension of the bid validity period. The request and the responses thereto shall be made in writing. The Bid Security/Guarantee already submitted according to ITB Clause 17.1 shall also be suitably extended. A bidder may refuse the request without forfeiting his Bid Security/Guarantee. A bidder agreeing to the solicitation shall not be required nor permitted to modify other contents of his bid, except as provided in the BSD.
19. Alternative Bids by Bidders	19.1	A bidder shall submit a bid only that complies with the requirements of the BSD. Alternative bids shall not be permitted.
20. Bid Form and Price Schedule	20.1	A bidder shall complete the Bid Form and the Price Schedule furnished in Part-I Section-VI, without any alterations to their formats, and properly put his signature on the same.
21. Format and Signing of Bid	21.1	A bidder shall prepare his bid in original in the prescribed manner, and several copies thereof, as indicated in the BDS. The bids shall be marked as "ORIGINAL BID" and "COPY OF BID," as the case may be. In the event of any discrepancy between the original and the copy or the copies, the original shall prevail.

	21.2	The original and the copy or the copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for the attached unaltered printed literature, shall be initialed by the bidder or the person or persons signing the bid.
	21.3	Any interlineations, erasures, or overwriting in the bids shall be valid only if these are initialed by the bidder or the person or persons signing the bid. Any ambiguity on this

		account shall render the bid non-responsive and shall be rejected.
	21.4	A bidder shall furnish information as described in the Bid Form on commissions or gratuities, if any, paid or to be paid to agents relating to the bid, and the contract execution if the bidder is awarded the contract.

D. Submission of Bids

22. Sealing and Marking of Bid	22.1	A bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
	22.2	In the case of the Single Stage-Two Envelopes procedure, the bidder shall seal the Technical Bid and Financial Bid in separate envelopes, duly marking the envelopes as "TECHNICAL BID" and "FINANCIAL BID". The envelopes shall then be sealed in an outer envelope. (Not applicable)
	22.3	The inner and outer envelopes shall: a. be addressed to the Procurement officer, Women University, Swabi, Topi Road, Main Campus, Kotha, District Swabi. and b. bear the title: Invitation for Bids (IFB), its reference number, if any, and sub-title for identification of the particular case of disposal, and a statement: "DO NOT OPEN BEFORE THE DATE AND TIME OF BIDS OPENING, as specified in the BDS.
	22.4	The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received after the deadline for submission of the bids.
	22.5	If the outer envelope is not sealed and marked as required under ITB Clauses 22.1, 22.2, 22.3, and 22.4, the Women University, Swabi will assume no responsibility for the bid's misplacement or premature opening.

23. Deadline for Submission of Bid	23.1	A bidder shall submit his sealed bid in complete form by hand in person or through an authorized representative to the Procurement officer of the Women University, Swabi on or before the date and time, as specified in the BSD. The bids can also be submitted through a registered post or courier
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		services to the WUS, but that must reach the designated officer of the Women University, Swabi on or before the deadline, as specified in the BSD.
	23.2	In case, the bidding will be conducted electronically, the bidders shall follow the Electronic Bid Submission procedure, as specified in the BDS. The submission of electronic bids shall be followed by the submission of hard copies of the bids along with requisite documents, including the original instrument of the Bid Security/Guarantee to the designated officer of the Women University, Swabi on or before a date and time, as specified in the BSD. The electronic bids submitted by the bidders, who had not submitted the hard copies of the bids along with the original instrument of the Bid Security/Guarantee shall be declared non-responsive and rejected. Besides, failure to comply with this provision shall constitute the act of corrupt and fraudulent practice under Rule 44 of the Procurement Rules and will lead to penal actions against the defaulting bidder under that Rule.
	23.3	The Women University, Swabi may, at its discretion, extend the deadline for submission of the bids by amending the BSD following ITB Clause 10.3, and in that case, all rights and obligations of the Women University, Swabi and the bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
	23.4	The response time between the notice or advertisement for the bid Invitation and the deadline for submission of the bids or electronic bids shall not be less than fifteen (15) days in the case of NCB, and not less than thirty (30) days in case of ICB.
24. Late Bids	24.1	Any bid received by the Women University, Swabi after the deadline for submission of the bids, according to ITB Clause 23.1, shall be rejected and returned unopened to the bidder.
25. Withdrawal, Substitution, and Modification of Bid	25.1	A bidder may withdraw, substitute, or modify his bid already submitted, after submission of a sealed written notice, marked as WITHDRAWAL, SUBSTITUTION, or MODIFICATION, as the case may, duly signed by him or an authorized representative, that should reach the Women University, Swabi before the deadline for submission of the bids. The substitution or modification of the bid shall be accompanied

		by a copy of the written notice, which shall reach the
		Women University, Swabi before the deadline for submission of the bids.
	25.2	A bidder's notice for withdrawal, substitution, or modification shall be prepared, sealed, marked, and submitted following the provisions of ITB Clause 22.
	25.3	A bidder shall not be allowed to withdraw, substitute or modify his bid after the deadline for submission of the bids. In case, a bidder withdraws his bid in the interval between the deadline for submission of the bids and the expiry of the bid validity period, his Bid Security/ Guarantee shall be forfeited, according to ITB Clause 17.9.
E. Opening and Evaluation of Bids		
26. Bids Opening	26.1	The Women University, Swabi will open all bids in the order stated in ITB Clause 26.2, in the presence of bidders and/or their representatives who choose to attend, at the place and on the date and time, as specified in the BSD. The bidders and/or their representatives who are present shall sign the attendance sheet, evidencing their presence. The Women University, Swabi shall open the bids submitted electronically, according to ITB Clause 23.2, and follow the procedure, as specified in the BDS.

	26.2	The order of bids opening shall be as follows: First, the envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bids opening. Second, the envelopes marked “SUBSTITUTION” shall be opened and read out, and exchanged with the corresponding bid being substituted. The substituted bid shall not be opened but returned to the bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bids opening. Third, the envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bids opening. Only envelopes that are opened and read out at bids opening shall be considered further. Fourth, all other bids will be opened one at a time with proceedings as per ITB Clause 26.3.
	26.3	The Women University, Swabi shall announce at the opening of the bids, the bidders’ names, bid withdrawals, substitutions or modifications, Bid Prices, provision or absence of requisite Bid Security/Guarantee, and such other details as the Procuring Entity, at its discretion, may consider appropriate. No bid shall be rejected at the bid opening, except for late bids, which shall be returned unopened to the bidder, according to ITB Clause 24.1.

	26.4	Bids' withdrawal, substitution, or modification submitted, according to ITB Clause 25 that are not opened and read out at bids opening shall not be considered further for evaluation, irrespective of the circumstances.
	26.5	The Women University, Swabi shall prepare minutes of the bids opening for the record.
27. Clarification of Bid	27.1	During the evaluation of the bids, the Women University, Swabi may, at its discretion, ask the bidder for a clarification of his bid within a period, as specified in the BDS. The request for bid clarification and the response of the bidder shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors noticed or discovered by the Women University, Swabi in the evaluation of the bids, following ITB Clause 29.3. Any clarification submitted by a bidder concerning his bid that is not in response to a request by the Women University, Swabi shall not be considered.

	27.2	If a bidder does not provide clarifications of his bid by the date and time set in the Procuring Entity's request for clarification, the Women University, Swabi may draw appropriate inferences and proceed on merit based on facts and information available on the record. If justified, the bid may be rejected.
28. Preliminary Examination of Bids	28.1	The Women University, Swabi shall conduct a preliminary examination of the bids to determine that these are complete, accompanied with required documents and sureties, the bids and the accompanied documents are properly signed, and the bids are generally in order.
	28.2	During the examination and evaluation of bids, the following definitions shall apply: (a) "Deviation" is a departure from the requirements specified in the BSD; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the BSD; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the BSD.

	28.3	The Women University, Swabi shall confirm that the documents and information specified under ITB Clauses 13 and 14 have been provided in the bid. If any of these documents or information is missing or is not provided in a specified form and manner, which constitutes a material deviation, the bid shall be rejected.
	28.4	The Women University, Swabi shall examine the bids to confirm that all terms and conditions specified in the General Conditions of Contract and the Special Conditions of Contract have been accepted by the bidders without any material deviation, reservation, or omission. In case, any material deviation or reservation, or omission is detected, the bid shall be rejected.
29. Determination of Responsiveness	29.1	Before the detailed evaluation, according to ITB Clause 30, the Women University, Swabi will determine the substantive responsiveness of each bid to the BSD. For this Clause, a substantially responsive bid conforms to all the terms and conditions of the BSD, without any material deviation, reservation, or omission. Material deviation from or

		reservation to or omission of critical terms and conditions, which justify rejection of a bid shall include but not be limited to the following: a) failure to sign the Bid Form and the Price Schedule by the bidder or authorized person or persons; b) failure to satisfy the eligibility requirements for bidders; c) failure to submit the specified Bid Security/guarantee; d) failure to accept or comply with the provisions regarding Applicable Law, Performance Guarantee, Taxes, Duties, etc; e) failure to satisfy the bid validity period; f) failure to comply with the specified minimum experience criteria; g) Submitting conditional bids such as putting conditions in a bid that limit the bidder's responsibility to accept an award; and h) failure to submit essential supporting documents required to determine substantive responsiveness of a bid.
	29.2	The Procuring Entity's determination of the bid's responsiveness is to be based on the contents of the bid, as defined in ITB Clause 13, and without any recourse to extrinsic evidence.

	29.3	Arithmetical errors in a bid, if any, shall be rectified on the following basis. a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, his bid shall be rejected, and the Bid Security/Guarantee shall be forfeited. b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. c) If there is a discrepancy between the amount in words and figures, the amount in words will prevail.
	29.4	The Women University, Swabi may waive any minor informality, nonconformity, or irregularity in the bid, which does not constitute material deviation; Provided that such waiver does not: a) affect in any substantial way the scope, quality, or

		performance of the proposed contract; or b) limits in any substantial way, inconsistent with the BSD, the Procuring Entity's rights, or the bidder's obligations under the proposed contract; or c) prejudice or adversely affect the relative ranking of any bidder, having a substantially responsive bid.
	29.5	If a bid is not substantially responsive, it will be rejected by the Women University, Swabi and will not be made subsequently responsive by the bidder by correction of the material deviation, reservation, or omission.
30. Evaluation and Comparison of Bids	30.1	The Women University, Swabi will evaluate and compare the bids which have been determined to be substantially responsive, according to ITB Clause 29.
	30.2	For evaluation and comparison purposes, the currencies of the bids shall be converted into a single currency.
	30.3	A margin of preference shall be applied, as specified in the BDS.
	30.4	The Women University, Swabi shall use the criteria and methodologies for the evaluation of bids, as indicated in the BDS. No other criteria or methodologies shall be applied.
	30.5	The Procuring Entity's evaluation of bids will be based on prices, exclusive of any incidental charges, taxes, duties, cesses, commissions, fees, etc., which shall be paid by and/or the liability of the bidder, according to ITB Clause 15.3.

	30.6	The evaluation of bids by the Women University, Swabi shall, except in cases covered by ITB Clause 30.7, take into account only the Bid Prices of the responsive bids, quoted following ITB Clause 15.3, with correction of arithmetical errors and adjustment for margin of preference, following ITB Clause 29.3 and 30.3 respectively, if any, and the contract shall be awarded to the bidder, whose bid has the highest price after the arithmetical corrections and preference margin adjustments, and is evaluated as the best-evaluated bid.
	30.7	In cases, where some technical or other factors are of critical importance for the disposal of assets, the Women University, Swabi may use the Single Stage-Two Envelopes procedure, in the prescribed manner. The weightage for the non-price factors and evaluation criteria/sub-criteria in the case shall be, as reproduced in the BDS.

	30.8	The best-evaluated bid in the cases conducted, according to ITB Clause 30.7, shall be determined following the criteria and methodology described in Qualification and Evaluation Criteria in Part-II Section-III, and further specified in the BDS. The contract shall be awarded to the bidder, whose bid has secured the highest Aggregate Points.
31. Post-qualification Evaluation of Successful Bidder	31.1	If the method, procedure, and mode selected for the disposal of assets require post-qualification evaluation of the Successful Bidder, as specified in the BDS, the Women University, Swabi will determine to its satisfaction whether the bidder, that is determined as having submitted the highest evaluated bid, is qualified to perform the contract satisfactorily. The determination will take into account the bidder's legal, technical, managerial, and financial capabilities, and will be based upon examination of the documentary evidence of the bidder's qualifications and eligibility submitted by the bidder, following the ITB Clause 14.1.

	31.2	An affirmative determination shall be a prerequisite for the award of the contract to the bidder. A negative determination shall result in disqualification of the bid, in which event the Women University, Swabi shall proceed to the next highest evaluated bid, above the reserve price, to make a similar determination of that bidder's capabilities to perform satisfactorily. In case of rejection of this bid, the process will be repeated until a satisfactory bidder is found. In case, the process does not conclude in success, the Women University, Swabi will resort to rebidding, following Rule 48 of the Procurement Rules.
32. Stand-still Period	32.1	The Women University, Swabi shall announce the final results of the evaluation of the bids giving justification for acceptance or rejection of bids and place the same on its and KPPRA's websites. There shall be a stand-still period of not less than ten (10) days between the placement of the results on the websites and the award of the contract, as specified in the BDS. Failure to comply with this provision shall be tantamount to mis-procurement, with the annulment of the disposal proceedings, and other concomitant consequences.
33. Bar on	33.1	Subject to ITB Clause 27, the bidders are barred to contact

Contacting Procuring Entity		the Women University, Swabi on any matter relating to their bids, from the time of the bids opening to the time the contract is awarded. If any bidder wishes to bring additional information to the notice of the Procuring Entity, that should be done only in writing.
	33.2	Any effort by a bidder to influence the Women University, Swabi in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of his bid, besides facing proceedings for blacklisting under Rule 44 of the Procurement Rules.
F. Award of Contract		
34. Contract award Criteria	34.1	Subject to ITB Clauses 30 and 36, the Women University, Swabi will award the contract to the Successful Bidder, whose bid has been determined to be substantially responsive and the highest evaluated bid provided further that the bidder is determined to be qualified to perform the contract satisfactorily, following the provisions of ITB Clause 31.

34.2	In case, more than one bidder has submitted identical bids, determined to be the highest evaluated bids, the Women University, Swabi shall invite those bidders to submit their revised bids. No bidder, other than those who submitted the identical highest evaluated bids, shall be permitted to submit a revised bid or participate in the rebidding process in any way.
34.3	A revised bid shall only contain a revised price and a bidder shall not be permitted to change the terms and conditions, technical details, documentation, or any other aspects of the original bid. The revised price shall not be below the original tied price.
34.4	A revised bid shall be written and submitted in the same manner as the original bid.
34.5	A bidder shall be given a reasonable time before the deadline for submission of the revised bid.
34.6	The bids opening procedure for the revised bids shall be the same as that for the original bids.
34.7	The evaluation shall be conducted in the same manner as

		the original evaluation, except that the price contained in the revised bid shall replace the original price.
	34.8	Where evaluation is based on price only and it is reasonable to conduct and conclude the evaluation immediately, and the bidders with tied bids are present in the bids opening at a public place, the Women University, Swabi may, if the bidders agree, conduct the rebidding immediately.
	34.9	Where identical highest evaluated bids are received during a rebidding process, the process shall be repeated in the same manner.
	34.10	Where it is subsequently discovered, but before the award of the contract, that an error was made in the original evaluation, including, an arithmetic error or application of an exchange rate, and that as a result, the bidders had not submitted identical highest evaluated bids, the rebidding process shall be declared null and void and the revised bids shall not be considered.
	34.11	Where rebidding fails, the whole process shall be canceled and fresh bidding shall be conducted.
35. Variation in Quantity of Assets for Disposal	35.1	The Women University, Swabi shall not increase or decrease the quantity of the assets for disposal once finally fixed in the BSD.

36. Procuring Entity's Right to Reject any or all Bids	36.1	The Women University, Swabi reserves the right to reject any or all bids or proposals, following the provisions of Section 30 of the Procurement Act and Rule 47 of the Procurement Rules.
37. Acceptance of Bid, Notification of Award and Entry into Force of Contract	37.1	The Women University, Swabi will, after completion of the bids evaluation process and before the expiration of the bid validity period, accept the best-evaluated bid, and issue a Letter of Acceptance (LOA) to the Successful Bidder, on the format given in Part-II Section-VI, conveying that the Women University, Swabi has accepted the bid submitted by him, at a Contract Price, mentioned therein, as the best-evaluated bid. The LOA shall be issued by a registered post, or by digital means, followed by confirmation through a registered post, with the instructions to the Successful Bidder to confirm its receipt by the date, as specified in the BDS. The Women University, Swabi shall also enclose with the LOA, a copy of

		the Contract Form/draft contract, in the format given in Part-II Section-VI, incorporating all agreements made between the parties so far, with the instructions to the Successful Bidder to complete, sign and date the same and return it to the Women University, Swabi by a deadline, as specified in the BDS. The Successful Bidder shall promptly comply with the instructions, and not later than the deadlines mentioned in the communication.
	37.2	The Women University, Swabi shall notify the issuance of the Letter of Acceptance, which shall constitute the formation of the Contract. On receipt of the signed contract and related documents from the Successful Bidder, the Women University, Swabi shall issue the Notification of Award in the format given in Part-II Section-VI.

	37.3	A Procurement Contract will come into force, a) where no formal signing of a contract is required, from the date the Letter of Acceptance has been issued. Such letter shall be issued within fifteen (15) days of the stand-still period, under ITB Clause 32; or b) where the Women University, Swabi requires the signing of a written contract, from the date on which the signatures of both the Women University, Swabi and the Successful Bidder are affixed to the written contract. Such affixing of signatures shall take place within fifteen (15) days after the letter of acceptance or award has been issued: Provided that where the entry into force of a contract is contingent upon fulfillment of a certain condition or conditions, the contract shall take effect from the date whereon such fulfillment takes place.
	37.4	Upon the Successful Bidder's furnishing of the Performance Guarantee according to ITB Clause 38, the Women University, Swabi shall promptly notify each unsuccessful bidder and will discharge their Bid Security/Guarantee, according to ITB Clause 17.7.
	37.5	Failure of the Successful Bidder to comply with the requirements of ITB Clause 37.1 shall constitute sufficient ground for withdrawal of the letter of Acceptance and/or annulment of the Contract award, with forfeiture of the Bid Security/Guarantee. In that case, the Women University, Swabi may offer the award of the contract to the bidder who has offered the next best-evaluated bid, provided that the bid is

		above the reserve price, and not lower by the amount of the forfeited Bid Security/Guarantee from the bid of the Successful Bidder. In case this step fails to conclude successfully, the Bid Security/Guarantee of the bidder shall be forfeited, and the award of the contract may be offered to the bidder who has offered the next best-evaluated bid, provided that the bid is above the reserve price, and not lower by the amount of the sum of the forfeited Bid Securities/Guarantees from the bid of the Successful Bidder, and so on.
38. Performance Guarantee	38.1	(Not applicable)
	38.2	Not applicable
39. Advance Payment to Successful Bidder	39.1	(Not Applicable)

40. Payments to Procuring Entity	40.1	The Successful Bidder shall pay to the Women University, Swabi the Bid Price in lump sum or installments by the due dates, as specified in the BDS and/or the Contract Agreement.
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	40.2	In the event the Successful Bidder is required by operation of law or otherwise to deduct any taxes, duties, cesses, commissions, fees, etc., on the amount of the Bid Price, the Bid Price shall be increased by the amount of the deduction such that the Women University, Swabi receives the full amount of the Bid Price it would have received had such deductions not been made.
	40.3	The Bid Security/Guarantee paid by the Successful Bidder will be adjusted against the Bid Price, provided that the Bid Security/Guarantee shall be forfeited and the Women University, Swabi will be entitled to retain the same absolutely if the Successful Bidder does not make the scheduled payment(s). Failure by the Successful Bidder to make any due payments or to comply with the terms of the Contract Agreement shall entitle the Women University, Swabi to forfeit all payments made by the Successful Bidder up to that time including but not limited to the Bid Security/Guarantee and Performance Guarantee.
	40.4	In the event, the Successful Bidder fails to make the payments by the due date, liquidated damages shall be imposed as per KP-PPRA rules, till the maximum limit set for the purpose, whereafter the Women University, Swabi shall proceed to terminate the Contract Agreement, as specified in the BDS and/or the Contract Agreement.
	40.5	If the transaction is aborted by the Women University, Swabi at any time before completion, other than due to fault of or default or breach of the terms contained in the LOA and any transaction-related document or agreement, by the Successful Bidder, all payments received by the Women University, Swabi i.e. Bid Security/Guarantee and payment towards the Bid Price, for which corresponding assets have not been delivered, shall be returned (without any accrued mark-up, interest, profit, or any such term having similar meaning thereon actually received by the Procuring Entity) within a period, as specified in the BDS.
41. Transfer Deed	41.1	The transfer deed for the assets disposed of, if any, will be executed on full payment of the Bid Price and other dues, and subject to fulfillment of any other conditions required to be fulfilled before such transfer as specified in the BDS and/or the Contract Agreement, if any.

	41.2	Consequent upon payment of the full Bid Price and signing of the Transfer Deed, the title to and possession of the assets shall transfer to the Successful Bidder. After the transfer of the assets, the Successful Bidder will have no recourse to the Women University, Swabi or any other person involved in the disposal of the assets. The Successful Bidder shall upon acquisition of the assets, abide by all applicable bylaws, rules, and regulations about the assets, as may be amended from time to time, and while pursuing any development options, seek formal approval of the concerned development/regulatory authority.
42. Corrupt or Fraudulent Practices and Other Irregularities	42.1	The Government of Khyber Pakhtunkhwa requires that all Procuring Entities and bidders undertaking and/or participating in public procurement (including disposal of public assets) shall observe the highest standard of ethics during the procurement and execution of such contracts. Any bidder who submits information regarding his qualification and eligibility which is false, materially inaccurate, or incomplete shall be disqualified following the provisions of Rule 43 of the Procurement Rules. Any bidder who either consistently fails to provide satisfactory performance or abandons the work prematurely resulting in loss to the Government or is involved in corrupt and fraudulent practices, as explained in the Explanation under Rule 44 of the Procurement Rules, shall be barred and blacklisted following the provisions of Rule 44 of the Procurement Rules.
	42.2	If a bidder is a party to the Procurement Contract and is found involved in corrupt and fraudulent practices, as explained in the Explanation under Rule 44 of the Procurement Rules, in competing for or in executing the contract, in the judgment of the Procuring Entity, the Women University, Swabi shall, without prejudice to any other remedy for breach of contract, by written notice of default sent to that bidder, may terminate the contract in whole or in part.
43. Integrity Pact	43.1	All bidders shall submit an Integrity Pact for the contracts for disposal of assets, exceeding Rs. Ten (10) million, duly signed and stamped on the form provided in Part-II Section-VI. Failure to furnish the requisite Integrity Pact shall make the bid non-responsive. The Successful Bidder shall also submit a second Integrity Pact, at the time of the Contract award (Not Applicable)

		or within a period of the Contract award, duly signed and stamped, as specified in the BDS. Failure to comply with this provision shall constitute sufficient ground for termination of the Letter of Acceptance/the Contract, as the case may be, with forfeiture of the Bid Security/Guarantee and/or Performance Guarantee. (Not Applicable)
44. Forfeiture of Bid Security/ Guarantee, Performance Guarantee, and Termination of Contract	44.1	The Women University, Swabi reserves the right to forfeit the Bid Security/Guarantee, and Performance Guarantee and terminate the Contract Agreement, as the case may be if a Bidder commits or omits one or more of the acts: a) fails to submit Performance Security in the prescribed amount, form, and time following ITB Clause 38.1; b) fails to make payments following ITB Clause 40.1; c) fails to comply with the provisions of ITB Clause 42; d) fails to comply with the terms and conditions of the Contract Agreement in general; and e) provides any information that is found to be misleading, false, or incorrect in any material respect.
G. GRIEVANCE REDRESSAL MECHANISM		
45. Grievance Redressal Mechanism	45.1	The Grievance Redressal Mechanism notified by the KPPRA under Section-35 of the Procurement Act provides for making a written complaint to the Women University, Swabi by an aggrieved bidder on the specified grounds, within the specified time, which shall be disposed of within the specified time, in the prescribed manner. The Women University, Swabi shall dispose of the complaint in the specified time, in the prescribed manner. Any bidder feeling aggrieved from the disposal of the complaint by the Women University, Swabi can file an appeal to the KPPRA on the specified grounds, within the specified time, in the prescribed manner, which shall be disposed of within the specified time, in the prescribed manner. The decision of the KPPRA on the procurement appeals shall be final.

Part-I

Section-II

General Conditions of Contract

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Part-I

Section-II

General Conditions of Contract

Clause Title	Clause No.	Description of Clause
1. Definitions	1.1	In this contract, the following terms shall be interpreted as indicated below: a. “Assets” mean the Public Assets mentioned in the Description of Assets in Part-II Section-IV, and further specified in the Special Conditions of Contract (SCC); b. “Assets Disposal Committee (ADC)” means a committee, constituted by the head of the Procuring Entity, comprising an odd number of members, to perform specified functions in the Disposal of Public Assets; c. “Bid Solicitation Documents (BSD)” mean the documents prepared by the Women University, Swabi in the format of Standard Bidding Documents for solicitation of bids; d. “Bidder” means a contractor, supplier, vendor, or consultant who offers his services for procurement of goods, works, or services in response to bid solicitation by a Procuring Entity; and in cases of disposal of public assets, includes Interested Bidder, Prospective Bidder, Successful Bidder, Contractor, Buyer, Purchaser, Tenant, Lessee, lease-holder, Franchisee, Licensee, Transferee, Concessionaire, Promisee, Agent, etc., or any combination thereof, and also any Applicant or Proposer related thereto, depending on the steps and modes of disposal of assets; e. “Contract” means the agreement entered into between the Procuring Entity, as the first party, and the Counter-party, as the second party, as specified in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein; f. “Contract Price” means the price payable to the Women University, Swabi by the Counter-party under the Contract for the full and proper performance of its contractual obligations; g. “Counter-party” means the bidder who is a party to the Contract other than the Procuring Entity, acting in

		the capacity of Individual, Sole Proprietor, Firm, Company, Joint Venture, Consortium, or Association, and having rights and obligations in the Contract under any title, like bidder, Successful Bidder, Contractor, Buyer, Purchaser, Tenant, Lessee, lease- holder, Franchisee, Licensee, Transferee, Concessionaire, Promisee, Agent, etc., or any combination thereof, depending on the selected mode of disposal, as specified in the SCC; h. “Day” means a calendar day, excluding gazetted holidays. i. “Disposal” means the divestiture of any public asset and other rights of Procuring Entity, wholly or partly, by any mode, including but not limited to, sale, rental, lease, franchise, outsourcing, transfer of title, or any combination thereof, as the case may be, as specified in the SCC; j. “General Conditions of Contract (GCC)” mean the General Conditions of Contract contained in this Section; k. “Government” means Government of the Khyber Pakhtunkhwa; l. “In writing” means communicated in written form and delivered against receipt; m. “Letter of Acceptance (LOA)” means a letter issued by the Women University, Swabi to the Successful Bidder, whereby it is conveyed that the bid submitted by the Successful Bidder has been accepted; n. “Masculine words” also refer to feminine words of the kind and vice versa, except where the context requires otherwise; o. “Name of the Project” refers to the particular project, as specified in the SCC; p. “Procuring Entity (P.E)” means a person, office, or organization undertaking the Disposal of Public Assets and acting as an Administrative Department, Attached Department, Attached Office, Local Government Entity, Public Sector Organization, or Government Controlled Autonomous or Semi-Autonomous Body, and having rights and obligations in the Contract under any title like Disposing Entity, Seller, Contractee, Owner, Proprietor, Landlord, Lessor, Franchiser, Licensor, Transferor, Consultant, Right- holder, Principal, Promisor, etc., or any combination thereof, depending on the selected mode of disposal,
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		as specified in the SCC; q. “Procuring Entity’s Country” is the country named as such in the SCC; r. “Project Site” means the place or places, where the project is located, as specified in the SCC; s. “Public Assets” mean any movable and immovable property, tangible and intangible assets, including land, buildings, animals, inventory, livestock, natural resources wildlife, goods, and other assets, and also includes but not limited to, shares, stocks, bonds, etc., intellectual rights, goodwill, actionable claims and any other kind of proprietary rights that are vested in the state, irrespective whether such assets are serviceable or otherwise, as specified in the SCC; t. “Reserve Price” means the minimum acceptable price of the assets for disposal determined by the Procuring Entity, in a prescribed manner; u. “Responsive Bidder” means a bidder whose bid is qualified for consideration based on evaluation criteria specified in the BSD or Request for Proposal; v. “Signature” includes the thumb impression; w. “Singular words” also refer to plural words of the kind and vice versa, except where the context requires otherwise; x. “Special Conditions of Contract (SCC)” mean the Special Conditions of Contract contained in Description of Assets in Part-II Section-IV of the BSD; y. “Standard Bidding Documents (SBD)” mean the format/forms approved and notified by the Authority for submission of proposals and bids by the bidders in a public procurement process; z. “Successful Bidder” means a Bidder whose bid has been accepted as the best-evaluated bid by the Procuring Entity, following the terms of the Instructions to Bidders; aa. “Transaction” means a set of specified activities for the disposal of assets through a bidding process or alternative methods, and all related follow-up actions; and bb. “Transfer of Assets” means changing the ownership or other rights in an asset from the Women University, Swabi to the Counter-party.
	1.2	Words, phrases, expressions, and terms not specifically defined in this Contract shall have the same meanings as

		attributed to them in the Procurement Act and the Rules and the Guidelines made thereunder. Any other word, phrase, expression, or term not specifically defined as such shall have the same meaning as attributed to them in the relevant trade and industry practices.
2. Documents Included in the Contract	2.1	The following documents when included in the BSD, shall, along with their attached schedules, forms, and annexes, duly completed, or added to, be integral parts of the Contract: 1. Invitation for Bids (IFB) 2. Bid Data Sheet (BDS) 3. Qualification and Evaluation Criteria 4. Description of Assets (DOA) 5. General Conditions of Contract (GCC) 6. Special Conditions of Contract (SCC) 7. Bid Form (BF) 8. Minutes of Negotiations (if any) 9. Letter of Acceptance (LOA) 10. Notification of Award (NOA) 11. Contract Form (CF) 12. Price Schedule (PS) 13. Bid Security/Guarantee (BSG) 14. Performance Guarantee (PG) (if applicable) 15. Power of Attorney of a bidder participating in the bidding process through a representative (if applicable) 16. Power of Attorney of the Lead Member of Joint Venture, Consortium, or Association at the time of Contract award (if applicable) 17. Affidavit for Eligibility of Bidders 18. Affidavit for the capability to implement the restrictions on end-users and exports (if applicable)
		21. Affidavit for provision of Bid Security/Guarantee in Single Stage-Two Envelopes procedure (if applicable)

3. Precedence of Documents in Interpretation	3.1	The documents forming the Contract shall be interpreted in the following order of priority: 1) Contract Form; 2) Letter of Acceptance; 3) Minutes of Negotiations; 4) Notification of Award; 5) Bid Form; 6) Price Schedule; 7) Bid Data Sheet; 8) Special Conditions of Contract (SCC); 9) General Conditions of Contract (GCC); 10) Qualification and Evaluation Criteria; 11) Description of Assets; 12) Invitation for Bids; 13) Bid Security/Guarantee; 14) Power of Attorney of a bidder participating in the bidding process through a representative; 15) Power of Attorney of the Lead Member of Joint Venture, Consortium, or Association at the time of Contract award; 16) Integrity Pact (if applicable); 17) Affidavit for Eligibility of Bidders; 18) Affidavit for the capability to implement restrictions on end-users and exports; and 19) Affidavit for provision of Bid Security/Guarantee in Single Stage-Two Envelopes procedure.
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	3.2	In case of ambiguities or discrepancies within the same Agreement, the following principles shall apply: (a) As between two Clauses of the Agreement, the provisions of a specific clause relevant to the issue under consideration shall prevail over the general clause; (b) As between the provisions of the Agreement and the Schedules, the document shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and (c) As between any value written in numerals and that in words, the value in words shall prevail.
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4. Governing Language	4.1	The Contract shall be written in the language specified in the SCC. All correspondence and other documents about the Contract which are exchanged by the parties to the Contract shall be written in the same language. However, supporting technical documents and printed literature furnished in the bidding process may be in another language, provided the same are accompanied by an accurate translation of the relevant passages in the language specified in the BDS. Subject to GCC Clause 30, the version of the Contract written in the specified language, and for interpretation and evaluation of the bids, the translation shall govern.
5. Applicable Law	5.1	The Contract shall be governed and interpreted following the laws of the province of Khyber Pakhtunkhwa and the Islamic Republic of Pakistan unless otherwise specified in the SCC.
6. Application	6.1	The General Conditions of Contract shall be applied unchanged to all contracts for disposal of assets, to the extent that they are not superseded by the provisions of Special Conditions of Contract or other parts of the

		Contract having precedence in interpretation over it, as listed in Clause 3.1 above.
7. Standards	7.1	The Counter-party shall ensure the application of such professional standards in all activities and operations undertaken under the Contract, as specified in the SCC. Such standards shall be the latest issued by the concerned national or international institutions.
	7.2	Without prejudice to the application of other standards, the Counter-party shall ensure the application of all essential environmental and related sociocultural safeguards in all activities and operations undertaken under the Contract.
8. Notices	8.1	Any notice given by one party to the other according to the Contract shall be sent to the other party in writing by a registered post, or by cable, telex, facsimile, or other digital means, followed by confirmation in writing on the address, as specified in the SCC.
9. Assets for Disposal	9.1	The assets for disposal under the Contract will be as stated in the Description of Assets (Part-II Section-IV).
10. Assets Location	10.1	The assets' location(s) shall be the place(s) where the assets to be disposed of are located, as specified in the Description of Assets (Part-II Section-IV).

11. Country of Destination	11.1	The assets to be disposed of under the Contract shall not be exported, directly or indirectly, to any country or territory, which has no trade relations with or has been on the negative list for exports from Pakistan, or placed under international sanctions for trade, as specified in the SCC.
12. Restrictions on End-users and Exports	12.1	The Women University, Swabi may impose restrictions on end-users and exports of the items disposed of, as specified in the BDS. The Successful Bidder shall have the capability to implement the restrictions and shall furnish an affidavit to this effect on the format given in Part-II Section-VI.
13. Visit and Examination of Assets for Disposal	13.1	The bidders/prospective bidders will be allowed to visit and examine the assets offered for disposal by the Procuring Entity, at the location and on the date(s) and time specified in the notice, advertisement, or BSD.

	13.2	The Women University, Swabi shall facilitate the visit and examination of the assets for disposal by the interested bidders and may depute the procurement officer or any other person for the purpose.
14. Packing	14.1	The Counter-party shall be responsible for and shall comply with packing requirements for the assets for disposal, as specified in the SCC.
	14.2	The Counter-party shall be responsible for and shall comply with labeling, marking, and documentation requirements, within and outside the packing for the assets for disposal, as specified in the SCC.
15. Insurance	15.1	The Counter-party shall be responsible for insurance of the assets disposed of and associated proceedings, on its risk and cost, as specified in the SCC. Failure to comply with this condition shall be sufficient grounds for termination of the Contract, with forfeiture of the Performance Guarantee.
16. Warranty	16.1	The assets disposed of shall be handed over to the Counter-party on "as is where is" basis, and free from any warranty whatsoever. (Not applicable)

17. Schedule of Requirements and Transfer of Assets	17.1	The Women University, Swabi shall provide a Schedule of Requirements (SoRs) for the transfer and disposal of assets under the Contract. The Schedule shall cover, at a minimum, a description of the assets for disposal, their quantity, and a schedule for their transfer to the bidder and its disposal, as the case may be, and shall have a definite starting point, like the date of issue of the Contract award notification, or some other definite event. The Counterparty shall have full responsibility for and shall bear all risk and cost associated with, the transfer and disposal of assets, including collection, dismantling, conversion, removal, loading, and transportation or any other step or actions needed, as the case may be, as specified in the SCC.
	17.2	In the modes of disposal where the Contract is intended for a limited period, including rental, lease, hire-purchase, franchise, license, tenancy, or outsourcing, the Schedule of Requirements shall state the following details, as specified in the SCC. a) amount of down payment, fixed charges, upfront fee,

		start-up fee, premium, royalty, rentals (monthly basis or other periodic intervals; whether fixed, flexible or adjustable), and residual payments. The Women University, Swabi may fix one or more of these payments at the outset and indicate it in the BSD, and shall determine others based on competitive bidding; b) a mechanism for fixing fees for services through the assets for disposal, and a formula for sharing the revenue; c) the changes in and developments of the assets under the Contract, its cost estimates, and responsibility for its payment; d) responsibility for repairs and maintenance and meeting depreciation; e) cost of operational inputs, training, equipment, etc., and responsibility for its payment; f) duration of the Contract, provisions for its extension or renewal, and terms and conditions for the same, if any; g) return or disposal of the assets on the closure of the Contract; h) detailed procedure for disposal of intangible assets; and i) any other special features, requirements, and conditions for the selected mode of disposal.
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	17.3	The Counter-party shall take over and remove the assets within the time and/or as per schedule after the requisite payment(s) for the assets have been received by the Procuring Entity, as specified in the SCC.
	17.4	The Counter-party shall contact the designated person in the Women University, Swabi to arrange the date and time or a schedule for taking over and removal of the assets, as specified in the SCC.
	17.5	The Counter-party shall sign and deliver a handing/taking over note of the assets, at the time of transfer of the assets.
	17.6	The Women University, Swabi shall hand over the documents to the Counter-party about the assets disposed of, as specified in the SCC.
18. Transfer of	18.1	The intellectual property rights (patents, trademarks,

Intellectual Property Rights		copyrights, trade secrets, etc.) associated with the assets for disposal shall not be part of the assets disposed of and transferred to the Counter-party unless otherwise specifically provided in the SCC. (Not Applicable)
19. Performance Guarantee	19.1	The Counter-party shall, where applicable, furnish to the Women University, Swabia Performance Guarantee, denominated in the currency of the Contract, in the amount and on the Form, and within the time from the date of issue of the Letter of Acceptance, as specified in the SCC. (Not Applicable)
	19.2	The proceeds of the Performance Guarantee shall be payable to the Women University, Swabi as compensation for any loss resulting from the Counter-party's failure to complete its obligations under the Contract.
	19.3	Failure of the Counter-party to comply with the requirement of GCC Clause 19.1 shall constitute sufficient ground for the annulment of the Contract award and forfeiture of the Bid Security/Guarantee.
	19.4	The Performance Guarantee, where applicable, will be discharged by the Women University, Swabi and returned to the Counter-party not later than thirty (30) days following the date of completion of the Counter-party's performance obligations under the Contract unless otherwise specified in the SCC.

20. Incidental Services and Costs	20.1	The Counter-party shall be required to provide any or all of the following incidental services, on its risk and cost, as specified in the SCC: a. performance or supervision of on-site activities at assets location and associated operations; b. furnishing of tools and equipment required for on-site activities at Assets Location and associated operations; c. provision and training of the staff and workforce needed for on-site activities at the Assets' Location and associated operations; and d. any other incidental item, depending on the nature of assets and mode of disposal.
21. Contract Price	21.1	The Contract Price for the performance under the Contract shall not vary from the Contract Price mentioned in the Letter of Acceptance, subject to the addition of liquidated damages or fines imposed, following other provisions of the Contract, and permissible adjustments, as specified in the SCC.
22. Taxes and Duties etc.	22.1	All taxes, duties, cesses, commissions, fees, etc., payable on the assets disposed of or on the disposal proceedings, shall be paid by and liability of the Counter-party.
23. Payments and Schedule of Payments	23.1	The Counter-party shall pay to the Women University, Swabi the Contract Price in lump-sum, or installments by the scheduled dates and in the specified manner, as per the Schedule of Payments specified in the SCC. The Schedule of Payments shall also indicate the amount of down payment, fixed charges, upfront fee, start-up fee, premium, royalty, rentals, and residual payments, and their due dates.
	23.2	Subject to GCC Clause 32, in case of delay in the payment(s) by the Counter-party to the Procuring Entity, under the Contract or any part thereof, within the agreed period specified in the Contract, the Women University, Swabi will impose a fine on the Counter-party for the period of the delay at a rate and to the extent, as specified in the SCC. If the delay and the fine imposed thereon exceed the maximum limit set in the SCC, the Women University, Swabi shall proceed with the termination of the Contract, according to GCC Clause 30.
	23.3	The currency of payment will be Pak. Rupees, unless otherwise specified in the SCC.
24. Variation in the Assets for Disposal	24.1	The Women University, Swabi shall not make any changes in the number and quantity of the assets for disposal from that specified in the Description of Assets (Part-I Section-IV).

25. Contract Amendment	25.1	Subject to GCC Clause 24.1, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties to the Contract.
26. Assignment	26.1	The Counter-party shall not assign, in whole or in part, its obligations to perform under the Contract, unless such assignment is permitted in the SCC. The assignment shall

		be subject to the prior written consent of the Procuring Entity.
27. Subcontracts	27.1	The Counter-party shall not let, in whole or in part, its obligations to perform under the Contract to a subcontractor unless such subcontracting is permitted in the SCC. The subcontracting shall be subject to the prior written consent of the Procuring Entity, and shall not relieve the Counter-party from any liability or obligation under the Contract.
	27.2	The Sub-contractor shall be bound, <i>mutatis mutandis</i> , by the terms and conditions of the Contract, to the extent of the scope of the Sub-contract.
28. Delays in Counter-party Performance	28.1	The Counter-party shall be bound to perform all obligations under the Contract, including the disposal activities and payment(s) to the Procuring Entity, in the stipulated time or schedule specified in the Contract.
	28.2	If at any time during the performance of the Contract, the Counter-party or its subcontractor, if allowed, should encounter conditions impeding timely performance under the Contract, the Counter-party shall promptly notify the Women University, Swabi in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Counter-party's notice, the Women University, Swabi shall evaluate the situation and may at its discretion extend the Counter-party's time for performance, with or without the imposition of fines or liquidated damages.
	28.3	Subject to provisions of the GCC Clause 32, a delay by the Counter-party in the performance of its obligations from the stipulated time or schedule described in the Contract shall render the Counter-party liable to imposition of a fine and/or liquidated damages according to GCC Clause 29.1 unless an extension of time is agreed upon according to GCC Clause 28.2 without the application of liquidated damages.

29. Liquidated Damages	29.1	Subject to GCC Clause 32, if the Counter-party fails to perform its obligation under the Contract or any part thereof within the period specified in the Contract, the Women University, Swabi shall, without prejudice to its other remedies under the Contract, impose on the Counter-party, as liquidated damages, a sum equivalent to the
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		percentage of the Contract Price or under-performed portion of the Contract if practicable so, per day or week or month of delay as deemed appropriate, subject to a certain maximum limit, until the performance is fully restored, as specified in the SCC. Once the maximum limit is reached, the Women University, Swabi will proceed with the termination of the Contract according to GCC Clause 31.
30. Transfer Deed	30.1	The transfer deed for the assets disposed of if any, will be executed on full payment of the Bid Price and other dues and subject to fulfillment of any other conditions required to be fulfilled before such transfer as specified in the SCC.
	30.1	Consequent upon payment of the full Bid Price and signing of the Transfer Deed, the title to and possession of the assets shall transfer to the Successful Bidder. After the transfer of the assets, the Successful Bidder will have no recourse to the Women University, Swabi or any other person involved in the disposal of the assets. The Successful Bidder shall upon acquisition of the assets, abide by all applicable bylaws, rules, and regulations about the assets, as may be amended from time to time, and while pursuing any development options, seek formal approval of the concerned development/regulatory authority.

31. Termination of Contract	31.1	The Procuring Entity, without prejudice to any other remedy for breach of the Contract, by written notice of default sent to the Counter-party, may terminate the Contract in whole or in part, if the Counter-party: a) fails to perform its obligations within the period specified in the Contract, or within any extension thereof granted by the Women University, Swabi according to GCC Clause 28.2; or b) fails to perform any other obligation under the Contract, including under GCC Clauses 15.1, 19.3, 23.2, and 29.1; or c) engages in corrupt or fraudulent practices in competing for or in executing the Contract, in the judgment of the Procuring Entity.
	31.2	The Women University, Swabi may at any time terminate the

		Contract by giving written notice to the Counter-party if the Counter-party becomes bankrupt or otherwise insolvent. In this event, the termination will be without any compensation to the Counter-party, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.
	31.3	The Procuring Entity, by a written notice sent to the Counter-party, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Procuring Entity's convenience, the extent to which the performance of the Counter-party under the Contract is terminated, and the date upon which such termination becomes effective.

	31.4	In the event the Women University, Swabi terminates the Contract in whole or in part, according to GCC Clauses 30.1, 30.2, or 30.3, the Women University, Swabi shall take over the assets disposed of under the Contract present at the location of the assets and may dispose it of, upon such terms and in such manner as it deems appropriate. In the case of termination under Clauses 30.1 and 30.2, the Counter- party shall be liable to the Women University, Swabi for any loss incurred in this process, besides other penalties and blacklisting. The losses in such cases shall be recoverable from the performance guarantee as well as through other legal means, including as arrears of land revenue. In the case of termination under Clause 30.3, the Performance Guarantee shall be returned to the Counter-party, subject to outstanding adjustments, if any.
	31.5	In case the Contract is partly terminated, the Counter- party shall continue the performance of the Contract to the extent not terminated.
32. Use of Contract Documents and Information; Inspection and Audit by the Procuring Entity	32.1	The Counter-party shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Women University, Swabi in connection therewith, to any person other than a person employed by the Counter-party in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and

		shall extend only so far as may be necessary for such performance.
	32.2	The Counter-party shall not, without the Procuring Entity's prior written consent, make use of any document or information referred to in the GCC Clause 2.1, except to perform the Contract.
	32.3	Any document, other than the Contract itself, referred to in the GCC Clause 2.1 shall remain the property of the Procuring Entity, and the documents and all copies thereof shall be returned to the Women University, Swabi on completion of the Counter-party's performance under the Contract, as specified in the SCC.
	32.4	The Counter-party shall permit the Women University, Swabi to inspect the Counter-party's accounts and records relating to the performance of the Counter-party and to have them audited by auditors appointed by the Women University, Swabi if so required.

33. Force Majeure	33.1	Notwithstanding the provisions of GCC Clauses 28, 29, and 30, the Counter-party shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failures to perform its obligations under the Contract is the result of an event of Force Majeure.
	33.2	For this Clause, "Force Majeure" means an event beyond the control of the Counter-party and not involving the Counter-party's fault or negligence and is not foreseeable. Such events may include but are not restricted to, acts of government in its sovereign capacity, wars or revolutions, fires, earthquakes, hurricanes, floods, epidemics, pandemics, quarantine restrictions, terrorism, explosions, strikes, and freight embargoes.
	33.3	If a Force Majeure situation arises, the Counter-party shall promptly notify the Women University, Swabi in writing of such condition and the causes thereof. Unless otherwise directed by the Women University, Swabi in writing, the Counter-party shall continue to perform its obligations 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.
34. Resolution of Disputes	34.1	In case any dispute or difference of any kind whatsoever arises between the Women University, Swabi and the Counter-party in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.
	34.2	In case the Counter-party feels aggrieved from the bidding process or the ensuing contract and /or its execution, it shall have the right to avail the Grievance Redressal Mechanism, notified by the KPPRA, for redressal of grievances.

Part-II

Specific Provisions of Procurement

Notes on Special Provisions for Disposal of Public Assets

Part II embodies information, data, provisions, contract documents, and forms and formats, which are intended to be adapted specifically to each case of Disposal of Public Assets. This Part is comprising six Sections:

Section-I	Invitation for Bids
Section-II	Bid Data Sheet
Section-III	Qualification and Evaluation Criteria
Section-IV	Description of Assets
Section-V	Special Conditions of Contract
Section-VI	Forms and Formats.

Each Section has been supported with separate notes to guide and help the Procuring Entities in the preparation of the Bid Solicitation Documents and the prospective bidders in the preparation and submission of their Bidding Documents.

These notes shall be kept intact in the Bid Solicitation Documents, but need not be included in the Bidding Documents to be submitted by the prospective bidders.

Part-II

Specific Provisions of Procurement

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Part-II

Section-I

WOMEN UNIVERSITY, SWABI

NOTICE INVITING TENDER

Auction of various unserviceable/old/Scrap items and waste material in Women University, Swabi

No. WUS/Auc/2026-27/02

Women University, Swabi invite sealed bids under single stage One envelop bidding procedure for auction of various unserviceable/old/Scrap items and waste materials on **“AS-IS WHERE-IS, CLEAN-UP and ALL MUST GO”** basis from Individual /firms/contractors registered with tax authorities (Sales Tax and Income Tax) and must be on active tax payers list of FBR with following terms and conditions.

TERMS AND CONDITIONS:

1. Auction/Tender documents can be downloaded from Women University, Swabi Websites www.wus.edu.pk or can be obtained from Office of the Procurement Officer, **Women University, Swabi, Topi Road, Main Campus, Kotha, District Swabi** on the payment of tender fee **Rs. 2,000/=** in shape of CDR or by online deposit in **Women University, Swabi “other collection account No 238739974 in UBL main branch Swabi w.e.f 15-08-2026** till the closing date of bid.
2. Interested parties may examine the said old/Scrap items on any working day between **08:00 a.m. to 4:00 p.m.** on above mentioned address up to **31-08-2026** till 11:00 am.
3. Original bids/ offers along with Bid Security in the form of Call Deposit Receipts/Demand Draft /Bank Guarantee issued by a schedule bank of Pakistan 5% of the total bid value in the name of Women University, Swabi, in sealed envelope and should reach to Women University, Swabi at the **office of under signed till 11:00 a.m. by August, 31, 2026**. The offer received without above mentioned bid security and after above mentioned date and time shall not be accepted /entertained.
4. The bid shall be opened in the Committee Room of Women University, Swabi in the presence of bidders at **11:30 a.m. on August 31, 2026**. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bid shall be opened on next working day at the given time and venue.
5. The bidding document are classified into three (3) Lots, (Lot-A, B and C)
6. Interested Bidders can apply to any of the above Lots and can apply for all the lots.
7. The bidders must quote rates for all the items mentioned in each Lot otherwise bid will be rejected.
8. The successful bidder shall also be liable to pay all applicable taxes in addition to bid amount.
9. The store will be handed over to successful bidder after approval of competent authority and on receipt of complete payment.
10. Women University, Swabi may reject all or any bid as per KPPRA amended rules-2014 with solid reason.
11. Bidders will have to quote rates/bids with all applicable Government taxes.
12. If the Auction Committee feels that the rates quoted by the bidders is below market rates/reserve price the bids shall be rejected.
13. The successful bidders will take Scrap/material in presence of Auction Committee before carrying the

material, he will pay the total amount by depositing in Women University, Swabi Other Collection Account No. 238739974.

14. Successful and approved bidders should submit 1/4th of bid amount on same occasion and remaining amount should be submitted within Three (03) calendar days after order. If full amount is not deposited in Three (03) calendar days the bid security will be forfeited.
15. The Bid amount will release after clearance of site as per the instructions of Auction Committee.
16. Successful bidder will lift all material within **07 (Seven)** days and he is liable to clean the ground where material placed.
17. Successful bidder will be required to pay the total taxes value currently applicable as per rule.
18. The WOMEN UNIVERSITY, SWABI employees and their families will not be entitled to participate in the auction/bidding process.
19. Details terms and conditions and list of items to be auctioned is mentioned in the bidding documents.

Contact Persons for visit of unserviceable store.

Mr. Abdul Nasir (Store Assistant)
Women University, Swabi, Main Campus, Kotha
Contact# 0313-8545905

Procurement Officer
Women university, Swabi
Email; procurement@wus.edu.pk
Contact# 0335-9901317

Part-II
Section-II
Bid Data Sheet

ITB Title	ITB No.	Description of BDS
A. General		
Legal Framework for Disposal of Public Assets	ITB 1.5	<i>Disposal of unserviceable/obsolete/Nonfunctional items in Women University, Swabi through open competitive bidding (Sealed Bid Auction)</i>
	ITB 1.6	The method, procedure, and mode of disposal of the assets applied to the case are <i>National Competitive Bidding (NCB)</i> . The bidding procedure shall be <i>Single Stage-One Envelope and modes, will be sale (purchase or buying by a bidder) Auction (sealed bid auction)</i> .
Scope of Bid	ITB 2.1	Invitation for bid No. WUS/AUC/2026/02
		Description of assets: old Tyres, batteries, furniture, electrical and plumbing items, Papers, cartons, used Mobil oil, plastic, vehicles parts, electrical equipment <i>to be disposed of</i> .
Source of Funds	ITB 3.1	The source of funds, if any, needed for undertaking this case of disposal is: <i>[Not applicable]</i> .

Eligible Bidders	ITB 4.1	<u>Qualification and Eligibility Criteria</u> A bidder shall meet the qualification and eligibility criteria: As Given below; 1. individual/sole trader/firm/company can apply for bid. 2. bidders who want to apply for the bid must be registered for sales Tax and income tax , bidders must attach NTN and GST no with the bid. 3. bidders must be active tax payers please attach (ATL) online print. 4. Bidders must provide CNIC No, complete address and contact No. 5. Bidders applied for the bid must have minimum 1.5 million bank balance at the time of bid submission. Please attach bank statement of the individual/firm/company. 6. Bidders shall not be blacklisted by any government/organization. Please attach a Non blacklisting certificate on Rs.150 E-Stamp paper. 7. Bidders must submit tender processing fee Rs. 2000 in shape of CDR in favour of women University, Swabi. 8. All bidders must submit earnest money at the rate of 5% of the total bid cost. bid will be rejected. 9. Bid shall be submitted as per date, time and venue mentioned in the Notice inviting tender. Late submission of bid shall not be entertained and will be rejected. 10. Only eligible firms/bidders financial bid shall be considered for comparison.
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		<u>Evaluation Criteria</u> The Evaluation Criteria described in Qualification will be applied for the evaluation of the bids. The bidding process shall be single stage one envelope bidding procedure. Contract shall be awarded to the eligible bidders on the basis of highest quoted rate.
	ITB 4.2	Format for Power of Attorney of a bidder participating in the bidding process through a representative: <i>[insert the relevant Form number given in Part-II Section VI]</i>.

One Bid per Bidder	ITB 5.1	The number of bids allowed to a bidder to submit, either individually or as a member or partner in a Firm, Company, or JVCA, for the same Lot/Package/Bidding Unit, in the same bidding process: the bidding document are divided into three Lots/Packages. Bidders will apply for any one or all the Lots/packages.
Eligible Categories of Public Assets for Disposal	ITB 6.1	Description of assets for disposal: <i>list of items to be disposed of, indicating its name, a Unique Identification Number, salient description and specification, location, a unit of measurement, quantity, applicable taxes, reserve price, documents to be handed over to the disposal contractor and any other requisite details. Also insert details of the Lots/Packages/Bidding Units, and their composition by indicating the items included therein and their Unique Identification Numbers (UIN) and other details. The items in the Lots/ Packages/Bidding Units may also be identified by category for disposal</i>]. or <i>[As an alternative, just refer to the Description of Assets in Part-II Section-IV, and describe here only the specific, additional, supplementary, or complementary details, if any].</i>

Visit and Inspection of Assets	ITB 7.1	Liaison person for visit and inspection of the Asset(s) for disposal by prospective bidders: Procurement Officer and store assistant along with Auction committee. Contact No. 03359901317. Email Procurement@wus.edu.pk
	ITB 7.2	The interested bidders can visit Women University Swabi from 16 August 2026 to 31, August 2026 during working days and hours.

B. Contents of Bid Solicitation Documents

Clarification of Bid Solicitation Documents	ITB 9.1	<i>The deadline for submission of the bids will be: August 31, 2026 at 11:00 am in the office of the procurement officer, Women University, Swabi, Topi Road Kotha, District Swabi.</i>
	ITB 9.2	The bid will be opened on the same day at 11:30 am in the Committee room of Women University, Swabi in the Presence of bidders or their nominated representatives. (if willing).

C. Preparation of Bids		
Language of Bid	ITB 12.1	The language of the bid will be: <i>the language of bid shall be English for preparation of bids, related documents, correspondence, and translation of passages of technical documents and printed literature presented in English language</i>].
Documents Comprising Bid	ITB 13.1(h)	The documents to be accompanied with the bid, apart from those specifically mentioned in ITB Clause 11.1 are: <i>[mention the documents, other than specified at (a), (b), (c and (d) of ITB Clause 13.1, required for submission with a bid by the bidder]</i> .

Documents Establishing Bidder's Eligibility and Qualification	ITB 14.1	The documents establishing the bidder's eligibility and qualification to bid, and to perform the Contract if his bid is accepted, are: <i>refer to the description against ITB Clause 4.1 above</i>].
	ITB 14.2	Details of ineligibility categories of bidder are: <i>[refer to the categories mentioned in the Qualification and Evaluation Criteria in Part-II Section-III and specify if the condition of cross-ineligibility is applicable in this case, if any]</i> .
	ITB 14.3	Details of the requisite capability to implement the restrictions on end-users and exports: <i>[refer to the description against ITB Clause 4.1 above, and specify if any other capability is required]</i> .
Bidding Units and Bid Prices	ITB 15.1	The description of Bidding Units: The bid is categorized into three (3) Lots/Packages Lot-A comprise of Transport, Furniture, Electrical and plumbing items. While Lot-B comprise of Paper Lot-3 Newspapers, cartons and ply base of student chairs. its composition by indicating the items included therein and its Unique Identification Numbers (UIN), salient description and specification, location, a unit of measurement, quantity, applicable taxes, reserve price, documents to be handed over to the disposal contractor and any other relevant details. The items in the Lots/ Packages/Bidding Units may also be identified by category for disposal].
Bid Currencies	ITB 16.1	The bid currencies: the bid currency shall be <i>Pak. Rupees</i> ,

Bid Security / Guarantee	ITB 17.1	The Bid Security/Guarantee: shall be submitted in shape of CDR from any schedule bank of Pakistan in favour of Women University, Swabi. whose branch is located in Swabi. Or bank guarantee. <i>The bank Security/Guarantee shall be from a bank account of the bidder.</i>
	ITB 17.9 and ITB 18.1	The bid validity period <i>shall be (30) Thirty days from the bid opening date.</i>
Format and Signing of Bid	ITB 21.1	The number of copies of the bid: <i>One copy of the bid shall be submitted by the bidder, in addition to the original bid</i>].

D. Submission of Bids

Sealing and Marking of Bid	ITB 22.3 (a)	Address for bid submission: Auction Bids shall be submitted in sealed envelopes marked as under, after mentioning the type of bid on top i.e. Bid for Auction. The Auction Bid envelopes shall also bear the word "CONFIDENTIAL" and following identifications: -All bidders shall submit their bids to [Procurement Officer, Women University, Swabi, <i>Admin Block, First floor (Main Campus) Topi Road, Kotha, Tehsil Topi District Swabi</i> in sealed envelope clearly mention the name of bid and NIT No. <i>E-Mail; procurement@wus.edu.pk Contact: 0335-9901317.</i>
	ITB 22.3 (b)	The title of the case to be used on the envelopes containing the bid will be: Auction of Old / Damaged / Unserviceable / and irreparable Material in Women University, Swabi, under single stage one envelope bidding procedure through sealed bid auction. The date and time for bids opening will be: August 31, 2026 at 11:30 am in the Committee room of Women University, Swabi.
Deadline for Submission of Bid	ITB 23.1	The bids shall be submitted to: Procurement Officer, Women University, Swabi, <i>Admin Block, First floor (Main Campus) Topi Road, Kotha, Tehsil Topi District Swabi</i> . The deadline for submission of the bids shall be; August 31, 2026 at 11:00 am

	ITB 23.2	Provision for Electronic Bids: "not applicable"].
E. Opening and Evaluation of Bids		
Bids Opening	ITB 26.1	The bids opening will take place at: Committee Room of Women University, Swabi, <i>ground floor (Main Campus) Topi Road, Kotha, Tehsil Topi District Swabi</i> on August 31, 2026 at 11:30 am.
	ITB 26.2	"Not applicable"].

Clarification of Bid	ITB 27.1	Period for clarification of the bids: up to August 25, 2026 till 04 PM by any bidder/prospective bidder.
Evaluation and Comparison of Bids	ITB 30.2	(Not applicable)
	ITB 30.3	<i>“Not applicable”.</i>
	ITB 30.4	The criteria and methodologies set for the evaluation and comparison of the bids are; All prospective bidders shall fulfill qualification/ eligibility criteria contract shall be awarded to the bidder who quoted the highest rate.
	ITB 30.7	<i>“not applicable”.</i>
	ITB 30.8	<i>“not applicable”.</i>
Post-qualification Evaluation of Successful Bidder	ITB 31.1	<i>“not applicable”.</i>
Stand-still Period	ITB 32.1	The stand-still period to be observed in the case shall Be 30 days.

F. Award of Contract		
Notification of Award and Entry into Force of Contract	ITB 37.1	The time limit for confirmation of receipt of the Letter of Acceptance by the Successful Bidder will be: 14 days <i>from the date of issue of the Letter of Acceptance for confirmation of the receipt of the letter by the Successful Bidder</i>].The time limit for the return of the signed Contract by the Successful Bidder will be: 10 days <i>from the date of issue of the Contract by the Procuring Entity</i> .]
Performance Guarantee	ITB 38.1	<i>“not applicable”.</i>
Advance Payment	ITB 39.1	<i>“not applicable”.</i>
Payments to Procuring Entity	ITB 40.1	The Successful Bidder shall pay to the Women University, Swabi the Bid Price as per the schedule given below: the payment to women University, Swabi by the successful bidder <i>by indicating the amounts to be paid, within 3 days , mode of payments, and other related details; or just refer to the Schedule of Payments given in the Contract Agreement</i>].
	ITB 40.4	The liquidated damages shall be charged at the rates given below up to the maximum limit, were after the Contract Agreement shall be terminated:

		<i>the liquidated damages set for the case shall be 0.67% per day and 2% per month and the maximum limits shall be 10%., where after the Contract Agreement shall be terminated; or just refer to the details of the same, as given in the Contract Agreement].</i>
	ITB 40.5	The time limit for the refund of payments received by the Women University, Swabi (Bid Security/Guarantee and payment towards the Bid Price) to the Successful Bidder shall be: 15 working days after successful lift over the assets. .
Transfer Deed	ITB 41.1	Conditions required to be fulfilled by the Successful Bidder before execution of the transfer deed: <i>refer to the same in the Contract Agreement].</i>
Integrity Pact	ITB 43.1	<i>“not applicable”</i> .

Part-II

Section-III

Qualification and Evaluation Criteria

The Qualification and Evaluation Criteria for the bidders for participation in the disposal of assets shall be as follows:

Qualification and Eligibility Criteria

The Invitation for Bids shall be/is open to all bidders, subject to meeting the following qualification and criteria:

1. A bidder shall meet the qualification and eligibility criteria for bidding, set in the form of legal, technical, managerial, and financial parameters, Such qualification and eligibility criteria may include, but not limited to, any set of the following list, as specified in the BDS:
 - a) legal status along with proof of registration with the relevant Professional Body and enlistment with the concerned provincial Government or Department or Procuring Entity;
 - b) proof of valid or renewed relevant registration;
 - c) proof of being a taxpayer in terms of para 5 below;
 - d) financial position including, bank statements, and
2. A bidder shall meet any other qualification or condition applicable to the case, as may be specified in the BDS.
3. All bidders shall be required to meet the minimum qualification criteria to participate in the bidding, following provisions of Section 25 of the Procurement

Act.

4. The minimum qualification criteria have been set on the **Qualified/Not- qualified** or **Eligible/not eligible** criteria.
5. All bidders shall, where required under the law, be registered with the Federal Board of Revenue (FBR) for Income Tax and the one bidding for the disposal of assets in the form of goods shall also be registered for Sales Tax on Goods. A bidder participating in the bidding process for the disposal of assets in the form of works and services shall be further registered with the Khyber Pakhtunkhwa Revenue Authority (KPRA), for Sales Tax on Services. The successful bidder registered as such shall be on the corresponding Active Tax Payers List (ATL) or should have applied to the concerned authority for entering his name on the ATL, on the date of the signing of the contract.
6. A bidder and all members/partners of the JVCA, including the Lead Member, shall have the nationality of the eligible countries, with whom Pakistan has a normal trade relation, the country is not under international sanctions for trade and shall meet the minimum qualification criteria, as specified in the BDS.
7. A bidder shall provide to the Women University, Swabi evidence of his eligibility for the bidding, the proof of meeting the legal, technical, managerial, and financial requirements, set for the case, and his capability and adequacy of resources to carry out the disposal contract effectively, as specified in the BDS.
8. Unless restricted, qualified, or otherwise specified in the BDS, a bidder may be a natural person, private entity, or government-owned enterprise, and may be working as an Individual, Sole Proprietor, Firm, Company, Joint Venture, Consortium, or Association or any combination thereof, with a formal intent to participate in the bidding process and enter into an agreement.
9. The Joint Venture, Consortium, and Association shall be jointly referred to as JVCA. In the case of JVCA,
 - a) all partners and members shall jointly and severally be liable for the execution of the Contract;
 - b) the resources of all members and partners in the JVCA shall be added for comparison of bids;
 - c) the JVCA shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any of the partners of the JVCA during the bidding process and, in the event, the JVCA is awarded the

Contract, during the contract execution. Unless otherwise specified in the BDS, there is no limit on the number of members in a JVCA; and

- d) the Lead Member shall, at the time of Contract award, confirm the appointment by submission of a Power of Attorney, which establishes the binding nature of all decisions, actions, and obligations on his part on all members and partners of the JVCA. The Power of Attorney shall be furnished in the format given in Part II Section VI.
10. A bidder shall not be eligible to bid, if he is associated or had been associated in the past, directly or indirectly, with a firm or any of its affiliates that have been engaged by the Women University, Swabi to provide consulting services for the preparation of design, specifications, and other documents to be used for disposal of assets under this BSD.
11. A bidder shall not be eligible to bid if he is under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices issued by any Women University, Swabi following Sub-rule (1) of Rule 44 of the Procurement Rules. Such ineligibility or blacklisting of a bidder, declared by any Women University, Swabi or Public Procurement Regulatory Authority in the Federal Jurisdiction or other provinces or Azad State of Jammu and Kashmir or Gilgit Baltistan shall apply to the cases undertaken under this BSD, only if specifically mentioned as such in the BDS.
12. The Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Government.
13. Employees of the Women University, Swabi or members of its Board or Committee shall be/are barred to participate in the bidding process for offering their bids.

Evaluation Criteria

All bids received in response to the IFB shall be evaluated based on the following criteria and methodology, as specified, supplemented, complemented, or amended, in the corresponding Clauses in the BDS.

Preliminary Examination

1. The Women University, Swabi shall conduct a preliminary examination of the bids to determine that the bids are complete, accompanied with required documents and sureties, the bids and the documents are properly signed and are generally in order.
2. During the examination and evaluation of bids, the following definitions shall apply:

- (a) “Deviation” is a departure from the requirements specified in the BSD;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the BSD; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the BSD.
3. The Women University, Swabi shall confirm that the documents and information specified under ITB Clause 13 (Documents Comprising the Bid) and ITB Clause 14 (Documents Establishing Eligibility of the Bidder) have been provided in the bid. If any of these documents or information is missing or is not provided in a specified form and manner, which constitutes a material deviation, the bid shall be rejected.
4. The Women University, Swabi shall examine the bids to confirm that all terms and conditions specified in the General Conditions of Contract and the Special Conditions of Contract have been accepted by the bidders without any material deviation or reservation. In case, any material deviation or reservation has been made in the bid by the bidder, the bid shall be rejected.

Determination of Eligibility/ineligibility of Bids

5. The Women University, Swabi shall, before the detailed evaluation, according to ITB Clause 30, determine the eligibility/ineligibility of each bid to the BSD. For this Clause, a substantially eligible bidders must fulfill all the terms and conditions of the BSD, without any material deviation, reservation, or omission. Material deviations from, or reservation to, or omission of critical terms and conditions, which justify rejection of a bid shall include but not be limited to the following:
- a) failure to sign the Bid Form and the Price Schedule by the bidder, or the authorized person or persons;
 - b) failure to satisfy the eligibility requirements for bidders;
 - c) failure to submit the specified Bid Security/Guarantee and tender processing fee.
 - d) failure to accept or comply with the provisions regarding Applicable Law, Performance Guarantee, Taxes, Duties, etc;
 - e) failure to satisfy the bid validity period;
 - f) submission of conditional bid such as putting conditions in the bid that limit the bidder’s responsibility to accept an award; and

- g) failure to submit essential supporting documents required to determine substantive responsiveness of a bid.
- 6. The determination of responsiveness of the bids by the Women University, Swabi shall be based on the contents of the bid, as defined in ITB Clause 13, and without any recourse to extrinsic evidence.
- 7. Arithmetical errors, if any, will be rectified on the following basis.
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, his bid will be rejected, and the Bid Security/Guarantee will be forfeited.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - c) If there is a discrepancy between words and figures, the amount in words will prevail.
- 8. The Women University, Swabi may waive any minor informality, nonconformity, or irregularity in the bid, which does not constitute material deviation; Provided that such waiver does not:
 - a) affect in any substantial way the scope, quality, or performance of the proposed contract; or
 - b) limits in any substantial way, inconsistent with the BSD, the Procuring Entity's rights, or the bidder's obligations under the proposed contract; or
 - c) prejudice or adversely affect the relative ranking of any bidder, having a substantially responsive bid.
- 9. If a bid is not substantially responsive, it shall be rejected by the Women University, Swabi and will not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.

Evaluation and Comparison of Bids

- 10. The Women University, Swabi shall evaluate and compare the bids which have been determined to be eligible, according to ITB Clause 29.
- 11. For evaluation and comparison purposes, the currency of bid shall be in pak rupees.

12. A margin of preference shall be applied, according to ITB Clause 30.3.
13. According to ITB Clause 30.4, the Women University, Swabi shall use the criteria and methodologies for the evaluation of bids, as specified in the BSD. No other criteria or methodologies shall be permitted.
14. The evaluation of the bids by the Women University, Swabi shall be based on prices, exclusive of any incidental charges, taxes, duties, cesses, commissions, fees, etc., which shall be paid and/or liability of the bidder, according to ITB Clause 15.3.
15. The evaluation of the bid by the Women University, Swabi shall, except in cases covered by ITB Clause 30.7, take into account the Bid Prices of the responsive bids, quoted following ITB Clause 15.2, and the Contract shall be awarded to the bid with the price, determined as the highest after adjustment for margin of preference following ITB Clause 30.3.
16. **Not applicable**
17. **(Not applicable)**

Post-qualification evaluation of Bids (Not applicable)

18. If the method, procedure, or mode selected for the disposal of assets requires post-qualification evaluation of the Successful Bidder, the Women University, Swabi shall determine to its satisfaction whether the bidder that is selected as having submitted the best- evaluated bid is qualified to perform the Contract satisfactorily, following the criteria listed in ITB Clause 14.3.

19. The determination shall take into account the bidder's legal, technical, managerial, and financial capabilities, and will be based upon examination of the documentary evidence of the bidder's qualifications submitted by the bidder, according to ITB Clause 14.3. (
20. An affirmative determination shall be a prerequisite for the award of the Contract to the bidder. A negative determination shall result in disqualification of the bid, in which event the Women University, Swabi shall proceed to the next highest evaluated bid, above the reserve price, to make a similar determination of that bidder's capabilities to perform satisfactorily. In case of rejection of this bid, the process will be repeated until a satisfactory bidder is found. In case, the process does not conclude in success, the Women University, Swabi will resort to rebidding, following Rule 48 of the Procurement Rules.

Award of Contract

21. Subject to ITB Clause 30, the Women University, Swabi will award the Contract to the Successful Bidder, whose bid has been determined to be eligible and the best-evaluated bid, provided further that the Successful Bidder has been determined to be qualified to perform the Contract satisfactorily, following the provisions of ITB Clause 31.
22. In case, more than one bidder has submitted identical bids, determined to be the best-evaluated bids, the Women University, Swabi shall invite those bidders to submit their revised bids. No bidder, other than those who submitted the identical highest evaluated bids, shall be permitted to submit a revised bid or participate in the rebidding process in any way.
23. A revised bid shall only contain a revised price and a bidder shall not be permitted to change the terms and conditions, technical details, documentation, or any other aspects of the original bid. The revised price shall not be below the original tied price.
24. A revised bid shall be written and submitted in the same manner as the original bid.
25. A bidder shall be given a reasonable time before the deadline for submission of the revised bid.
26. The bids opening procedure for the revised bids shall be the same as that for the original bids.
27. The evaluation shall be conducted in the same manner as the original evaluation, except that the price contained in the revised bid shall replace the original price.

28. Where evaluation is based on price only and it is reasonable to conduct and conclude the evaluation immediately in the presence of bidders at a public bid opening, a Women University, Swabi may, if the bidders agree, conduct the rebidding immediately.
29. Where identical best-evaluated bids are received during a rebidding process, the process shall be repeated in the same manner.
30. Where it is subsequently discovered, but before the award of the Contract, that an error was made in the original evaluation, including, an arithmetic error or application of an exchange rate, and that as a result, the bidders had not submitted identical highest evaluated bids, the rebidding process shall be declared null and void and the revised bids shall not be considered.
31. Where rebidding fails, the whole process shall be canceled and fresh bidding shall be conducted.

Part-II Section-IV

Description of Assets

1. The assets for disposal are comprising the items, grouped into Lots/Packages/Bidding Units, where practicable, as per details given in the following Schedule of Assets for Disposal with appended rows at the bottom.
2. Each item shall be/has been recognized, where practicable, by its specific or generic name, Unique Identification Number (UIN) assigned to it, salient description and specification, location, unit of measurement, quantity, applicable taxes, duties, etc., category of assets in which the item falls, reserve price if it is offered as a separate Lot/Package/Bidding Unit, documents to be handed over to the contractor, and other requisite details, in the Schedule of Assets for Disposal.
3. In case a single item or each item is offered for disposal as a separate Lot/Package/Bidding Unit, it shall also be/have also been assigned a Unique Recognition Number (URN), and described by its specific or generic name (if any) and a Unique Recognition Number in the Columns 2 and 3 of the Schedule respectively.
4. In case two or more items of the same or different types are grouped in a single or multiple Lots/Packages/Bidding Units, each Lot/Package/Bidding Unit shall be/has been assigned a Unique Recognition Number (URN), and described by its specific or generic name (if any) and a Unique Recognition Number in the Columns 2 and 3 of the Schedule respectively. The names of the items included therein, their Unique Identification No. (UIN) and other relevant details shall also be/have also been indicated in the Schedule. In such cases, the reserve price for each Lot/Package/Bidding Unit, instead of each item, shall be/has been indicated in column 10 of the Schedule.

Schedule of Assets for Disposal
Women University, Swabi

Transport Section items:

1	2	3	4	5	6	7	8	9	10	11	12
S.No	Name of Lot/Packag e/Bidding Unit	Unique Recognitio n Number (URN)	Name of Item	Unique Identification No. (UIN)	Salient Description and specification of item	Location	Unit of Measurement	Quantity	Reserve Price (Rs.)	Unit Price	Total Price
1	Lot-A	Transport-1	Bus Tyers	LA-T-1-26	Size 10/20 brand: General 2015 manufactured	Guloo Dheri Campus	Each	38	83,600		
2	Lot-A	Transport-2	HiAce Tyers	LA-T-2-26	Size 15/16 Brand: Dunlop 2014 manufactured	Guloo Dheri Campus	Each	44	30,800		
3	Lot-A	Transport-3	Jack bus Mazda Tyers	LA-T-3-26	Size 7/50/16 Brand: Euro/star 2014 manufactured	Guloo Dheri Campus	Each	23	17,250		
4	Lot-A	Transport-4	Car tyers	LA-T-4-26	12/13 2017 manufactured	Guloo Dheri Campus	Each	14	5,040		
5	Lot-A	Transport-5	Battery 200	LA-T-5-26	200 Exide, 21 Plates	Guloo Dheri Campus	Each	4	39,680		
6	Lot-A	Transport-6	Battery 50	LA-T-6-26	Brand: AGS, 8 Plates	Guloo Dheri Campus	Each	11	34,100		

7	Lot-A	Transport-7	Battery 100	LA-T-7-26	Brand: Exide/Volta and AGS 14 Plates.	Guloo Dheri Campus	Each	10	49,600		
8	Lot-A	Transport-8	Mobil Oil	LA-T-8-26	Used Mobil Oil	Guloo Dheri and Kotha Campus	Each	1150 liters	138,000		
9	Lot-A	Transport-9	Daewoo Upper Jangla	LA-T-9-26	5×7 feet Iron made	Guloo Dheri Campus	Each	1	25,000		
10	Lot-A	Transport-10	Diesel Nozil	LA-T-10-26	7×3 feet made of iron/Plastic Diesel filling	Guloo Dheri Campus	Each	1	30,000		
11	Lot-A	Transport-11	Tanki	LA-T-11-26	Ovel shape 18×12 feet made of iron	Guloo Dheri Campus	Each	1	200,000		
12	Lot-A	Transport-12	Jack Generator	LA-T-12-26	Mazda made of iron	Guloo Dheri Campus	Each	1	3,000		
13	Lot-A	Transport-13	Axcel Steel	LA-T-13-26	3×3.5 feet	Guloo Dheri Campus	Each	2	1,800		
14	Lot-A	Transport-14	Bus Fan	LA-T-14-26	Made of iron	Guloo Dheri Campus	Each	1	500		
15	Lot-A	Transport-15	Jack Sulf	LA-T-15-26	Made of iron	Guloo Dheri Campus	Each	1	2,000		
16	Lot-A	Transport-16	Motor Shacupzer	LA-T-16-26	Size 2 feet, made of iron	Guloo Dheri Campus	Each	2	800		

17	Lot-A	Transport-17	Racket Bus Shacupzer	LA-T-17-26	2 feet made of iron	Guloo Dheri Campus	Each	4	2,000		
18	Lot-A	Transport-18	Jack Turbo	LA-T-18-26	Approx. 6 kg weight, made of iron	Guloo Dheri Campus	Each	1	800		
19	Lot-A	Transport-19	Radiator Shade	LA-T-19-26	Radiator shade, made of iron	Guloo Dheri Campus	Each	1	200		
20	Lot-A	Transport-20	Air Jale	LA-T-20-26	Air jali, size inch 2 feet made of iron	Guloo Dheri Campus	Each	12	600		
21	Lot-A	Transport-21	Clutch Palate	LA-T-21-26	Toyota HiAce and bus clutch plates, made of iron	Guloo Dheri Campus	Each	2	300		
22	Lot-A	Transport-22	Clutch Cable	LA-T-22-26	Daewoo bus clutch plate made of iron	Guloo Dheri Campus	Each	1	200		
23	Lot-A	Transport-23	Daewoo bus Exhauster	LA-T-23-26	Made of iron approx. 2 kg weight.	Guloo Dheri Campus	Each	1	250		
24	Lot-A	Transport-24	Motor Cycle Tanki	LA-T-24-26	Made of iron 18 inch in size.	Guloo Dheri Campus	Each	1	250		

25	Lot-A	Transport-25	Driver Seat back Steel sheet	LA-T-25-26	Daewoo bus Seat steel back sheet. Size 3 3×3.5 feet	Guloo Dheri Campus	Each	2	1,000		
Transport Items in (Main Campus) at Koth:											
26	Lot-A	Transport-26	Toyota Revo Tyre	LA-T-26-26	Brand; Dunlop Size 265-65-R17, manufactured in 2018	Main Campus (Kotha)	Each	4	3,600		
27	Lot-A	Transport-27	Bus tyer 10 /20	LA-T-27-26	Brand; bridge stone, size 10/20, manufactured in 2022	Main Campus (Kotha)	Each	6	13,200		
28	Lot-A	Transport-28	Bus Tyres	LA-T-28-26	Brand General/MRF India. Size 7/50/16, manufactured in 2017	Main Campus (Kotha)	Each	6	7,200		
29	Lot-A	Transport-29	Battery 250	LA-T-29-26	Osaka, 27 Plates	Main Campus (Kotha)	Each	1	7,750		
30	Lot-A	Transport-30	battery 220	LA-T-30-26	Brand; Exide, 27 plates	Main Campus (Kotha)	Each	2	19,800		
31	Lot-A	Transport-31	Battery 200	LA-T-31-26	Brand; Exide, 19 plates	Main Campus (Kotha)	Each	2	17,000		
32	Lot-A	Transport-32	Battery 110	LA-T-32-26	Brand; Exide, 11 plates	Main Campus (Kotha)	Each	2	11,000		
33	Lot-A	Transport-33	Battery 100	LA-T-33-26	Brand; volta/ AGS, 13 plates	Main Campus (Kotha)	Each	3	15,600		

34	Lot-A	Transport-34	battery 130	LA-T-34-26	Brand; Exide, 15 plates	Main Campus (Kotha)	Each	4	24,800		
35	Lot-A	Transport-35	Battery 70	LA-T-35-26	Brand; Exide/volta 11 plates	Main Campus (Kotha)	Each	4	14,800		
36	Lot-A	Transport-36	Battery 65	LA-T-36-26	Brand; volta/Exide 11 plates	Main Campus (Kotha)	Each	3	9,000		
37	Lot-A	Transport-37	Battery 120	LA-T-37-26	Brand; Exide/phoenix 9 plates	Main Campus (Kotha)	Each	2	11,000		
38	Lot-A	Transport-38	Motor Cycle tyer	LA-T-38-26	Brand service, of size 14	Main Campus (Kotha)	Each	5	500		
39	Lot-A	Transport-39	Air small Jali	LA-T-39-26	Made of iron/plastic Of size 1.5 feet and 6"	Main Campus (Kotha)	Each	6	120		
40	Lot-A	Transport-40	Honda Motor staring box	LA-T-40-26	2017 model made of iron	Main Campus (Kotha)	Each	1	800		
41	Lot-A	Transport-41	Turbo Clutch	LA-T-41-26	Clutch of Cultus car of size 10 inch	Main Campus (Kotha)	Each	2	600		
42	Lot-A	Transport-42	Pisten	LA-T-42-26	Cultus car piston of size 3 inch	Main Campus (Kotha)	Each	4	400		
43	Lot-A	Transport-43	Exhaust Booster	LA-T-43-26	Iron made	Main Campus (Kotha)	Each	1	100		

44	Lot-A	Transport-44	Motor Cycle Tanke	LA-T-44-26	Honda motor cycle tank of size 2 feet by 01 feet	Main Campus (Kotha)	Each	2	600		
45	Lot-A	Transport-45	plug	LA-T-45-26	Plug of cultus car made of rubber, size 2 feet	Main Campus (Kotha)	Each	12	600		
46	Lot-A	Transport-46	Apl Generator coil	LA-T-46-26	Made of iron and plastic	Main Campus (Kotha)	Each	04	80		
47	Lot-A	Transport-47	Honda Front Axcel +Bearing	LA-T-47-26	Axcel of Honda civic car model 2017, front axel	Main Campus (Kotha)	Each	04	2800		
48	Lot-A	Transport-48	HiAce Engine spare part	LA-T-48-26	Piece made of iron	Main Campus (Kotha)	Each	01	100		
49	Lot-A	Transport-49	HiAce Engine spare part	LA-T-49-26	Gasket made of rubber	Main Campus (Kotha)	Each	01	20		
50	Lot-A	Transport-50	HiAce Engine spare part	LA-T-50-26	Glass made of steel	Main Campus (Kotha)	Each	01	100		
51	Lot-A	Transport-51	HiAce Engine spare part	LA-T-51-26	Piston aluminum,	Main Campus (Kotha)	Each	01	180		
52	Lot-A	Transport-52	Staring Box of Honda Civic Car 2017 model	LA-T-52-26	Made of iron	Main Campus (Kotha)	Each	01	300		
53	Lot-A	Transport-53	Tractor Jet Front	LA-T-53-26	Made of iron	Main Campus (Kotha)	Each	01	500		

54	Lot-A	Transport-54	Honda Civic Car Axel	LA-T-54-26	Made of iron	Main Campus (Kotha)	Each	02	1500		
55	Lot-A	Transport-55	Axel of XLi Car	LA-T-55-26	Made of iron	Main Campus (Kotha)	Each	02	500		
56	Lot-A	Transport-56	Chimta of XLi Car	LA-T-56-26	Made of iron	Main Campus (Kotha)	Each	02	500		
57	Lot-A	Transport-57	Ream of Motor cycle	LA-T-57-26	Made of aluminum	Main Campus (Kotha)	Each	01	400		
58	Lot-A	Transport-58	Shacupzer of XLi Car	LA-T-58-26	Made of iron 2 feet	Main Campus (Kotha)	Each	02	1,600		
59	Lot-A	Transport-59	Jack Bus engine parts	LA-T-59-26	Bearing =02 Made o Iron	Main Campus (Kotha)	Each	02	500		
60	Lot-A	Transport-60	Jack Bus engine parts	LA-T-60-26	Piston,12 Made of iron	Main Campus (Kotha)	Each	12	1,200		
61	Lot-A	Transport-61	Jack Bus engine parts	LA-T-61-26	Ring piece 12 Made of iron	Main Campus (Kotha)	Each	12	1,200		
62	Lot-A	Transport-62	Jack Bus engine parts	LA-T-62-26	wall 12	Main Campus (Kotha)	Each	12	1,000		
63	Lot-A	Transport-63	Glasses	LA-T-63-26	Steel made	Main Campus (Kotha)	Each	16	320		
64	Lot-A	Transport-64	JAC Bus engine	LA-T-64-26	Made of iron	Main Campus (Kotha)	Each	2	150,000		

65	Lot-A	Transport-65	JAC Bus Gayer	LA-T-65-26	Made of iron	Main Campus (Kotha)	Each	2	5,000		
Sub -Total Price Inclusive all applicable Taxes (A)											
Batteries Located in Main Store (Main Campus Kotha)											
S.No	Name of Lot/Packag e/Bidding Unit	Unique Recognitio n Number (URN)	Name of Item	Unique Identification No. (UIN)	Salient Description and specification of item	Location	Unit of Measurement	Quantity	Reserve Price (Rs.)	Unit Price Inclusive all taxes	Total Price includin g all Taxes
66	Lot-A	BAT-66	Battey 150	LA-BAT-15-26	Hope N150A 15 plates	Main Store Kotha Campus	Each	4	26,000		
67	Lot-A	BAT-67	Battery 180	LA-BAT-180-26	Fujioka 17 plates	Main Store Kotha Campus	Each	3	25,500		
68	Lot-A	BAT-68	Battery Fujioka Tubular	LA-BAT-1400-26	Tubular 1400 watt	Main Store Kotha Campus	Each	4	52,000		
69	Lot-A	BAT-69	Battery 100	LA-BAT-100-26	Exide 9 plates	Main Store Kotha Campus	Each	2	8,600		
70	Lot-A	BAT-70	Battery 260	LA-BAT-260-26	Osaka 17 plates	Main Store Kotha Campus	Each	1	10,000		
71	Lot-A	BAT-71	Battery 250	LA-BAT-250-26	Osaka 15 plates	Main Store	Each	1	8,500		

						Kotha Campus					
Sub -Total Price Inclusive all applicable Taxes (B)											
Furniture Items (In Main Campus Kotha)											
S.No	Name of Lot/Packag e/Bidding Unit	Unique Recognitio n Number (URN)	Name of Item	Unique Identification No. (UIN)	Salient Description and specification of item	Location	Unit of Measurement	Quantity	Reserve Price (Rs.)	Unit Price Inclusive all taxes	Total Price includin g all Taxes
72	Lot-A	FURN-72	Small window doors Iron	LA-FURN-72-26	Made of iron with iron frame	Main Campus Kotha.	Each	4	2,000		
73	Lot-A	FURN-73	Door Single	LA-FURN-73-26	(woodenly+ ply board)	Main Campus Kotha.	Each	10	3,000		
74	Lot-A	FURN-74	Iron mesh (Jaal)	LA-FURN-74-26	Made of iron	Main Campus Kotha.	Each	1	500		
75	Lot-A	FURN-75	Chest of Drawer	LA-FURN-75-26	Made of wood 2 feet × 3 feet	Main Campus Kotha.	Each	2	50		
76	Lot-A	FURN-76	Work Station	LA-FURN-76-26	Made of aluminum	Main Campus Kotha.	Each	3	1,500		
77	Lot-A	FURN-77	Dice	LA-FURN-77-26	Made of wood	Main Campus Kotha.	Each	3	1,000		
Sub -Total Price Inclusive all applicable Taxes (C)											

Electrical Items. (Located in Women University Swabi Gulo Dheri and Main Campus, Topi Road (Guloo Dheri & Kotha).)

S. No	Name of Lot/Packag e/Bidding Unit	Unique Recognitio n Number (URN)	Name of Item	Unique Identification No. (UIN)	Salient Description and specification of item	Location	Unit of Measurement	Quantity	Reserve Price (Rs.)	Unit Price Inclusive all taxes	Total Price includin g all Taxes
1	Lot-A	Elect-1	Single Bracker	LA-Elect-1-26	6 to 10 Ampere	Guloo Dheri Campus	Each	24	120		
2	Lot-A	Elect-2	Bracker 2P	LA-Elect-2-26	63 Ampere Brand; Lawa co	Guloo Dheri Campus	Each	2	200		
3	Lot-A	Elect-3	Electric Light bulb 18w	LA-Elect-3-26	Osaka/Philips	Guloo Dheri Campus	Each	35	3,500		
4	Lot-A	Elect-4	Electric Light Bulb 12w	LA-Elect-4-26	Osaka/Philips	Guloo Dheri Campus	Each	37	74		
5	Lot-A	Elect-5	Contactor 250A	LA-Elect-5-26	Made of iron L.C Co.	Guloo Dheri Campus	Each	2	200		
6	Lot-A	Elect-6	Electric heater	LA-Elect-6-26	Plastic made ocarina/Philips	Guloo Dheri Campus	Each	2	600		
7	Lot-A	Elect-7	Ceiling light 18w	LA-Elect-7-26	Brand; Orient/tuff co	Guloo Dheri Campus	Each	19	190		
8	Lot-A	Elect-8	Ceiling light 12w	LA-Elect-8-26	Brand; Orient/bright co	Guloo Dheri Campus	Each	15	150		
9	Lot-A	Elect-9	Power plug Button Board	LA-Elect-9-26	Plastic made, opal brand	Guloo Dheri Campus	Each	31	310		
10	Lot-A	Elect-10	Button Board	LA-Elect-10-26	6×3 plastic, opal brand	Guloo Dheri	Each	17	170		

						Campus					
11	Lot-A	Elect-11	Extension led	LA-Elect-11-26	6×3 plastic made, shanka brand	Guloo Dheri Campus	Each	9	150		
12	Lot-A	Elect-12	Braker 3P	LA-Elect-12-26	Made of plastic 63 Ampere, hager brand	Guloo Dheri Campus	Each	1	50		
13	Lot-A	Elect-13	Phone set checker	LA-Elect-13-26	Plastic made	Guloo Dheri Campus	Each	1	70		
14	Lot-A	Elect-14	UPS Homage	LA-Elect-14-26	2000 watt made of plastic/iron	Guloo Dheri Campus	Each	1	1,000		
15	Lot-A	Elect-15	Rely 120AC	LA-Elect-15-26	Plastic made	Guloo Dheri Campus	Each	2	20		
16	Lot-A	Elect-16	Power shoe	LA-Elect-16-26	Plastic made, opal brand	Guloo Dheri Campus	Each	3	30		
17	Lot-A	Elect-17	Fan Capacitor	LA-Elect-17-26	3.5 and 2.5 Amp, plastic made	Guloo Dheri Campus	Each	53	106		
18	Lot-A	Elect-18	12 v motor for cooler fan	LA-Elect-18-26	Plastic made	Guloo Dheri Campus	Each	1	50		
19	Lot-A	Elect-19	Cable	LA-Elect-19-26	Electricity wire cables pieces	Guloo Dheri Campus	Each	2 kg	500		
20	Lot-A	Elect-20	Exhaust Fan	LA-Elect-20-26	Brand; Asia, 16" made of iron	Guloo Dheri Campus	Each	1	500		

21	Lot-A	Elect-21	Bracket Fan	LA-Elect-21-26	18" made of plastic and iron	Guloo Dheri Campus	Each	11	5,500		
22	Lot-A	Elect-22	Light Chowk	LA-Elect-22-26	Plastic made, size 4 feet 2"	Guloo Dheri Campus	Each	36	72		
23	Lot-A	Elect-23	Tube light frame	LA-Elect-23-26	Iron made, size 4 feet and 2"	Guloo Dheri Campus	Each	96	2,880		
24	Lot-A	Elect-24	Walkthrough gate	LA-Elect-24-26	8x2.3 feet made of fiber plastic	Guloo Dheri Campus	Each	1	20		
25	Lot-A	Elect-25	Grass Cutter Machine	LA-Elect-25-26	2 feet, iron made with rubber vehicles	Guloo Dheri Campus	Each	2	3,000		
26	Lot-A	Elect-26	Bracket fan in kotha	LA-Elect-26-26	Size 16" plastic/iron made. brand al-sheikh/pak fan	Guloo Dheri Campus	Each	7	3,500		
27	Lot-A	Elect-27	Tonner box	LA-Elect-27-26	Plastic made, 300 gram each	Guloo Dheri Campus	Each	3	54		
28	Lot-A	Elect-28	Fax machine	LA-Elect-28-26	Plastic made approx. 10 kg model 2120	Guloo Dheri Campus	Each	1	1,000		
29	Lot-A	Elect-29	Exhaust Fan	LA-Elect-29-26	Brand; Asia, size 16" made of iron	Main Campus Kotha	Each	25	12,500		
30	Lot-A	Elect-30	Ceiling Fan	LA-Elect-30-26	Made of iron, GFC and S.A brand	Main Campus Kotha	Each	10	25,000		
31	Lot-A	Elect-31	Bracket Fan	LA-Elect-31-26	16" Al-Sheikh and Pak Fan	Main Campus	Each	07	700		

						Kotha					
32	Lot-A	Elect-32	Electric water cooler	LA-Elect-32-26	Full size, brand; Asia co, located in kotha campus	Main Campus Kotha	Each	2	12,000		
33	Lot-A	Elect-33	Electric Gyzer	LA-Elect-33-26	Super master,10-liter, iron made.	Main Campus Kotha	Each	2	8,000		
34	Lot-A	Elect-34	CCTV camera	LA-Elect-34-26	Made of plastic	Main Campus Kotha	Each	5	300		
35	Lot-A	Elect-35	TV	LA-Elect-35-26	24" made of plastic and iron	Main Campus Kotha	Each	1	1,000		
36	Lot-A	Elect-36	Monitor (Computer)	LA-Elect-36-26	Made of plastic	Main Campus Kotha	Each	1	500		
37	Lot-A	Elect-37	CPU Old	LA-Elect-37-26	Made of iron	Main Campus Kotha	Each	1	700		
38	Lot-A	Elect-38	Water Filter	LA-Elect-38-26	Drop co brand plastic made	Main Campus Kotha	Each	3	300		
39	Lot-A	Elect-39	Juicer	LA-Elect-39-26	Medium size	Main Campus Kotha	Each	2	100		
40	Lot-A	Elect-40	Printer HP Pro 400 M401d, old	LA-Elect-40-26	Made of plastic/iron	Main Campus Kotha	Each	3	24,000		
41	Lot-A	Elect-41	Photocopier Machine	LA-Elect-41-26	(Konica Minolta/ Heavy Duty	Main Campus Kotha	Each	2	2,000		

42	Lot-A	Elect-42	Photocopier Machine, Xerox)	LA-Elect-42-26	Xerox Brand Medium size	Main Campus Kotha	Each	1	2,000		
43	Lot-A	Elect-43	Photocopier Machine, Cannon,	LA-Elect-43-26	Canon Brand medium size	Main Campus Kotha	Each	1	3,000		
44	Lot-A	Elect-44	Multimedia	LA-Elect-44-26	View sonic (PJD 5124) plastic made	Main Campus Kotha	Each	1	30		
45	Lot-A	Elect-45	Deep freezer	LA-Elect-45-26	Full size, Brand; National.	Main Campus Kotha	Each	1	14,000		
Sub -Total Price Inclusive all applicable Taxes (D)											
Plumbing Items											
S. No	Name of Lot/Packag e/Bidding Unit	Unique Recognitio n Number (URN)	Name of Item	Unique Identification No. (UIN)	Salient Description and specification of item	Location	Unit of Measurement	Quantity	Reserve Price (Rs.)	Unit Price Inclusive all taxes	Total Price includin g all Taxes
1	Lot-A	Plumb-1	Ball wall 3/4	LA-Plumb-1-26	¾' Made of Plastic	Guloo Dheri Campus	Each	3	30		
2	Lot-A	Plumb-2	Filer cock	LA-Plumb-2-26	Plastic Made	Guloo Dheri Campus	Each	3	60		
3	Lot-A	Plumb-3	Gyzer mixture	LA-Plumb-3-26	Made of iron	Guloo Dheri Campus	Each	1	1500		
4	Lot-A	Plumb-4	Water cooler jali	LA-Plumb-4-26	Made of iron 15" x15"	Guloo Dheri Campus	Each	1	20		

5	Lot-A	Plumb-5	Levor mixture	LA-Plumb-5-26	Made of iron	Guloo Dheri Campus	Each	1	300		
6	Lot-A	Plumb-6	Connection head double mixture	LA-Plumb-6-26	Made of iron/ plastic kotha	Guloo Dheri Campus	Each	15	2,250		
7	Lot-A	Plumb-7	Warm	LA-Plumb-7-26	Iron made	Guloo Dheri Campus	Each	3	390		
8	Lot-A	Plumb-8	Laam cock eye neck	LA-Plumb-8-26	Plastic made		Each	5	25		
9	Lot-A	Plumb-9	Jet shower	LA-Plumb-9-26	Iron made		Each	2	100		
10	Lot-A	Plumb-10	Mohra	LA-Plumb-10	Iron made		Each	5	1,500		
11	Lot-A	Plumb-11	Float wall	LA-Plumb-11	Iron/plastic made		Each	1	150		
12	Lot-A	Plumb-12	Gyzer connection pipe	LA-Plumb-12	Plastic made		Each	1	50		
13	Lot-A	Plumb-13	Tap (Nalka)Head	LA-Plumb-13	Plastic made		Each	38	100		
14	Lot-A	Plumb-14	Electric water cooler fan	LA-Plumb-14	plastic		Each	3	30		
15	Lot-A	Plumb-15	Muslim Shower	LA-Plumb-15	Plastic made		Each	5	50		
16	Lot-A	Plumb-16	Element (Gyzer Rod)	LA-Plumb-16	Plastic made		Each	1	50		
17	Lot-A	Plumb-17	Flash Tanki	LA-Plumb-17	Medium-size plastic		Each	17	8,500		
18	Lot-A	Plumb-18	Sink	LA-Plumb-18	Steel made		Each	5	250		
19	Lot-A	Plumb-19	Connection led single	LA-Plumb-19	Plastic/iron made		Each	38	1,140		

20	Lot-A	Plumb-20	Mohra	LA-Plumb-20	Iron made		Each	9	2,700		
21	Lot-A	Plumb-21	Basin waste Pipe	LA-Plumb-21	Plastic		Each	4	40		
22	Lot-A	Plumb-22	Sink Waste	LA-Plumb-22	Plastic/iron made		Each	1	100		
23	Lot-A	Plumb-23	T Cock	LA-Plumb-23	Plastic		Each	1	100		
24	Lot-A	Plumb-24	Gate Wall 1/2	LA-Plumb-24	Iron made		Each	1	100		
25	Lot-A	Plumb-25	Elbo GI 1/2	LA-Plumb-25	Iron made		Each	2	40		
26	Lot-A	Plumb-26	Ball Wall 1"	LA-Plumb-26	Iron made		Each	1	50		
27	Lot-A	Plumb-27	HDP wall socket 3/4	LA-Plumb-27	Iron made		Each	1	50		
28	Lot-A	Plumb-28	HDP 4" Clip	LA-Plumb-28	Iron made		Each	1	50		
29	Lot-A	Plumb-29	Shelf Steel Wala	LA-Plumb-29	Steel made		Each	1	100		
30	Lot-A	Plumb-30	Shelf Plastic wala	LA-Plumb-30	Plastic made		Each	1	10		
31	Lot-A	Plumb-31	Soap Dish steel	LA-Plumb-31	Steel made		Each	1	100		
32	Lot-A	Plumb-32	Waste pipe	LA-Plumb-32	Plastic		Each	4	40		
33	Lot-A	Plumb-33	Towel rod plastic	LA-Plumb-33	Plastic made		Each	1	10		
34	Lot-A	Plumb-34	Shelf Ring wala steel	LA-Plumb-34	Steel made		Each	4	400		
35	Lot-A	Plumb-35	Stop cock steel	LA-Plumb-35	Steel made		Each	1	100		
Sub-Total inclusive all applicable Taxes											
Lot-B Paper (In Main Campus Kotha)											

S. No	Name of Lot/Packag e/Bidding Unit	Unique Recognitio n Number (URN)	Name of Item	Unique Identification No. (UIN)	Salient Description and specification of item	Location	Unit of Measurement	Quantity	Reserve Price (Rs.)	Unit Price Per KG Inclusive all taxes	Total Price includin g all Taxes
1	Lot-B	Pap-3	Papers	LB-Pap-1-26	Used/ old Answer sheets 70/80 gram paper	Main Campus Kotha	KG	After weight	70/KG		
Total Price including all applicable Taxes											

Lot-C											
Newspapers/Cotton/Ply wooden											
S. No	Name of Lot/Packag e/Bidding Unit	Unique Recognitio n Number (URN)	Name of Item	Unique Identification No. (UIN)	Salient Description and specification of item	Location	Unit of Measurement	Quantity	Reserve Price (Rs.)	Unit Price Per KG Inclusive all taxes	Total Price includin g all Taxes
1	Lot-C	Mix-1	Newspaper	LC-Mix-1-26	Old newspapers	Main Campus Kotha	KG	After weight	20/KG		
2	Lot-C	Mix-2	Cotton	LC-Mix-2-26	Used cottons	Main Campus Kotha	KG	After weight	25/KG		
3	Lot-C	Mix-3	Student chair ply base etc	LC-Mix-3-26	Old Ply base	Main Campus Kotha	KG	After weight	10		
Total Price including all applicable Taxes											

Category of items/Assets for disposal: _____

Applicable Taxes, Duties, Cesses, Commissions, Fees, etc. The Women University, Swabi shall mention the rates or amount of all applicable Taxes, Duties, Cesses, Commissions, Fees, etc., chargeable on the assets for disposal and/or the proceedings for the disposal, which shall be paid and shall be liability of the Counter-party/Contractor for Disposal of Assets.

Documents to be handed over to the disposal contractor:

- 1) _____
- 2) _____
- 3) _____

Any other requisite details:

- 1) _____
- 2) _____
- 3) _____

Notes:

- a) The bidders can apply to all Lots or any of the above lots.
- b) Prices of All items in each lot shall be mentioned other wise bid will not be accepted.

Part-II

Section-V

Special Conditions of Contract

Table of Clauses

1.	Definitions (GCC Clause 1)
2.	Governing Language (GCC Clause 4.1)
3.	Applicable Law (GCC Clause 5.1)
4.	Standards (GCC Clause 7.1)
5.	Notices (GCC Clause 8.1)
6.	Assets Location (GCC Clause 10.1)
7.	Country of destination (GCC Clause 11.1)
8.	Restrictions on end-users and exports (GCC Clause 12.1)
9.	Packing (GCC Clause 14)
10.	Insurance (GCC Clause 15.1)
11.	Schedule of Requirements and Transfer of Assets (GCC Clause 17)
12.	Transfer of Intellectual Property Rights (GCC Clause 18.1)
13.	Performance Guarantee (GCC Clause 19)
14.	Incidental Services and Costs (GCC Clause 20.1)
15.	Contract Price (GCC Clause 21.1)
16.	Payments and Schedule of Payments (GCC Clause 23)
17.	Variation in the Assets for Disposal (GCC Clause 24.1)
18.	Assignment (GCC Clause 26.1)
19.	Subcontracts (GCC Clause 27.1)
20.	Liquidated Damages (GCC Clause 29.1)
21.	Transfer Deed (GCC Clause 30.1)
22.	Use of Contract Documents and Information; Inspection and Audit by Women University, Swabi (GCC Clause 32.3)

Part-II

Section-V

Special Conditions of Contract

[The following Special Conditions of Contract (SCC) shall when inserted with requisite details, specify, supplement, complement, or amend the General Conditions of Contract (GCC), with overriding effect. In the text of the SCC, the corresponding Clause number of the GCC is indicated in parentheses. If any clause is not relevant to a particular case of disposal of assets, insert “not applicable” in the corresponding text in the BSD].

1. Definitions (GCC Clause 1)

[This Clause specifies/elaborates the definitions given in GCC Clause 1, with overriding effect.]

GCC 1.1 (a)— The Assets are comprising: *[insert the list of the items, its description, and quantities mentioned in Description of Assets in Part-II Section-IV, and agreed to in the Letter of Acceptance; or only refer to Description of Assets in Part-II Section-IV and the Letter of Acceptance issued in the case].*

Sample Provision

The Assets are comprising: *[Toyota Corolla Car, Model 2012, Capacity 1300 CC, Chassis No. RT120147733, Engine No. 3726794878 Quantity 1 No].*

GCC 1.1 (e)— The Counter-party is *[insert name of the Counter-party].*

GCC 1.1 (h)— The mode of disposal is *[Sealed Bid Auction Under single stage one envelop bidding procedure].*

GCC 1.1 (n)— The Public Assets are *[Transport items, Electrical, Plumbing, Furniture, Paper carton, Ply Etc].*

GCC 1.1 (o)—Name of Procuring entity; The Women University, Swabi is

Sample Provision

The name of the seller is Women University, Swabi is:

GCC 1.1 (p)—The Procuring Entity’s country is *[Islamic Republic of*

Pakistan].

GCC 1.1 (t)—The name of the Project is [*Auction of unserviceable/old/scrap items and waste material in Women university Swabi*].

GCC 1.1 (u)—The Project Site is: [*Women University, Swabi (Main Campus Kotha and Guloo Dheri Campus) Topi Road , District Swabi*].

2. Governing Language (GCC Clause 4.1)

The Governing language shall be [*English*].

3. Standards (GCC Clause 7.1)

The professional standards of all activities and operations shall be at par or higher than [*insert name, title, or identification code of any specific Professional Standards applicable; "not applicable"*].

4. Notices (GCC Clause 8.1)

Addresses of the parties to the Contract for issuing notices and correspondence shall be: [*insert the addresses (post, cable, telex, facsimile, or other digital means) of all parties to the Contract*].

5. Assets Location (GCC Clause 10.1)

The locations of the assets for disposal are: [*Women University, Swabi Main Campus, Topi Road Kotha and Guloo Dheri Campus, Topi Road Kotha, District Swabi*].

6. Country of destination (GCC Clause 11.1)

The list of the countries, which shall not be the destination for export of the assets to be disposed of under this Contract is: (Not applicable).

7. Restrictions on end-users and exports (GCC Clause 12.1)

The assets for disposal under this Contract shall be subject to the following restrictions:

On end-users: [*insert details of the restrictions on the end-users of the assets for disposal, if any*]. (Not Applicable)

On exports: [*insert details of the restrictions on the export of the assets for disposal, if any*].

8. Packing (GCC Clauses 14)

GCC 14.1 — *[insert the packing requirement for the assets for disposal under the Contract, to be met by the Counter-party].*

GCC 14.2 — *[insert the labeling, marking, and documentation requirements, within and outside the packages for the assets for disposal under the Contract, to be met by the Counter-party].*

Sample provision

[insert that the assets for disposal shall be removed from Assets Locations in sealed containers, limit on sizes of consignment, etc. if any].

Sample provision

[insert that the assets for disposal shall be labeled, marked, and accompanied with specified documents, etc., if any].

9. Insurance (GCC Clause 15.1)

[insert the insurance requirement for the assets for disposal, if any].

10. Schedule of Requirements and Transfer of Assets (GCC Clause 17)

GCC Clause 17.1___*[insert a schedule of requirements, which shall cover, at a minimum, a description of the assets for disposal, their quantity, and a schedule for its transfer to the bidder and its disposal, and shall have definite starting points, like the date of issue of the Contract award notification, or other definite events].*

[insert the designated place and destination for transfer of the assets, if any. Otherwise, state, “at the discretion of the Counter-party’ or not applicable, as the case may be].

GCC Clause 17.2__ *[specify the following information and details, as applicable to the case:*

- a) amount of down payment, fixed charges, upfront fee, start-up fee, premium, royalty, rentals (monthly basis or other periodic intervals; whether fixed, flexible or adjustable), and residual payments. One or more of these payments may be fixed by the Women University, Swabi at the outset and indicated in the BSD, while others shall be determined based on competitive bidding;*
- b) a mechanism for fixing fees for services through the assets for disposal, and a formula for sharing the revenue;*
- c) the changes in and developments of the assets under the Contract, its cost estimates, and responsibility for its payment;*
- d) responsibility for repairs and maintenance and meeting depreciation;*
- e) cost of operational inputs, training, equipment, etc., and responsibility for its payment;*
- f) duration of the Contract, provisions for its extension or renewal, and terms and conditions for the same, if any;*
- g) return or disposal of the assets on the closure of the Contract;*
- h) detailed procedure for laying off intangible assets; and*
- i) any other special features, requirements, and conditions for the selected mode of disposal].*

GCC Clause 17.3 __ *[insert the time and/or schedule for collection and removal of the assets disposed of under the Contract].*

GCC Clause 17.4 _ *[insert name and designation of the person nominated for the purpose].*

GCC Clause 17.6 __[insert the list of the documents to be handed over to the Counter- party].

11. Transfer of Intellectual Property Rights (GCC Clause 18.1)

[insert details of the intellectual property rights associated with the assets for disposal, which are to be transferred to the Counter-party, if any].

12. Performance Guarantee (GCC Clause 19)

GCC Clause 19.1—The amount of Performance Guarantee shall be *[insert the currency for the denomination of the Performance Guarantee, its amount (as a percentage of the Contract Price, the Form, and the time for its submission)]*.(Not Applicable)

GCC Clause 19.4— *[insert if the Performance Guarantee or any part thereof shall be retained till meeting any other condition]*.

[Where Performance Guarantee is not required, Clauses 19.1 and 19.2 may be omitted,]

13. Incidental Services and Costs (GCC Clause 20.1)

[insert the list of incidental services which shall be provided by the Counter-party, on its risk and cost, in performance of the Contract, if any].

14. Contract Price (GCC Clause 21.1)

[insert the list of permissible adjustments in the Contract Price, if any].

15. Payments and Schedule of Payments (GCC Clause 23)

GCC Clause 23.1— *[insert the Schedule of Payments (amount of down payment, fixed charges, upfront fee, start-up fee, premium, royalty, rentals, and residual payments, their due dates, and manner, etc.) for payment by the Counter-party to the Procuring Entity]*.

GCC Clause 23.2— *[insert the rate of fine in the percentage of the delayed amount per day, or week, or month, as may be appropriate, for the period of the delay, and the maximum limit of the fine in percentage, where-after the Contract shall be terminated]*.

GCC Clause 23.3— *[insert currency of the payment, if allowed in currencies other than Pak. Rupees]*.

16. Assignment (GCC Clause 26.1)

[insert whether an assignment of the Contract or any part thereof is permitted].

17. Subcontract (GCC Clause 27.1)

[insert whether subcontracting of the Contract or any part thereof is permitted].

18. Liquidated Damages (GCC Clause 29.1)

[insert the rate of liquidated damages, and the maximum limit, where after the Women University, Swabi shall consider termination of the Contract].

19. Transfer Deed (GCC Clause 30.1)

[specify all conditions to be fulfilled by the Counter-party before execution of the Transfer Deed].

20. Use of Contract Documents and Information; Inspection and Audit by Women University, Swabi (GCC Clause 32.3)

[specify the documents which are to be returned to the Women University, Swabi on completion of the Contract].

Part-II

Section VI

Sample Forms and Formats

Sample Forms and Formats

S.No.	Sample Form and Format
1.	Bid Form
2.	Price Schedule
3.	Bid Security/Guarantee
4.	Letter of Acceptance
5.	Notification of Award
6.	Contract Form
7.	Power of Attorney of the bidder participating in the bidding through a representative
8.	Affidavit (Undertaking for Bidder's Eligibility)
9.	Affidavit (Undertaking for the capability to implement restrictions on end-uses and exports)
10.	Affidavit (Undertaking for Bid Security/Guarantee)

1. Bid Form

IFB No: _____

Dated: _____

To: *[insert name and address of the Procuring Entity]*

Dear Sir/Madam

Having examined the Bid Solicitation Documents (BSD) including Addenda No. *[insert the number(s), if any]*, the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer a bid for *[insert the relevant mode of disposal]* of *[insert the list of item(s) or Lot/Package/Bidding Unit, and its Unique Identification Number or Unique Recognition Number, etc.]* in conformity with the said BSD for the sum of *[insert total Contract Price in figures and words]*, or such other sums as may be ascertained following the Price Schedule attached herewith and made part of this bid.

I/We undertake, if my/our bid is accepted, for disposal of the assets, as specified in the Description of Assets, I/we will obtain and furnish the Performance Guarantee, where applicable, in a sum, equivalent to *[insert the percentage figure]* of the Contract Price for the due performance of the Contract, in the form and manner and within the time prescribed by *[insert name of the Procuring Entity]*.

I/We agree to abide by this bid for a period of *[insert the number of days of bid validity period]* from the date fixed for bids opening following Clause 18 of the Instructions to Bidders, and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your Letter of Acceptance thereof and your Notification of the Contract award, shall constitute a binding contract between the Women University, Swabi and me/us.

Commissions or gratuities, if any, paid or to be paid by me/us to agents relating to this bid, and to contract execution, if I/we am/are awarded the Contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or gratuity

[if no commission or gratuity is involved, state "none"]

I/We understand that the Women University, Swabi is not bound to accept the highest or any bid that may be received.

Dated this _____ **day of** _____ **20** _____

Name of the Bidder _____

Signature of the Bidder _____

Note: *Use additional sheet(s), if needed.*

2. Price Schedule

Name of the Bidder_____

IFB No._____

Dated: _____

Price Schedule of Assets for Disposal

1	2	3	4	5	6	7	8	9	10	11	12
Serial No.	Name of Lot/Package /Bidding Unit	Unique Recognition Number (URN)	Name of Item	Unique Identification No. (UIN)	Salient Description and Specification of Item	Location	Unit of Measurement	Quantity	Reserve Price (Rs.)	Unit Price Quoted (Rs. in figures and words)	Total Price Quoted (Rs. in figures and words)

[All bidders shall complete Columns 11 and 12 with their best estimates, and submit the completed Price Schedule in their respective bids to the Procuring Entity, in the prescribed manner.]

Category of items/Assets for disposal: _____

Applicable Taxes, Duties, Cesses, Commissions, Fees, etc. chargeable on the assets for disposal and/or the proceedings for the disposal, which shall be paid and shall be liability of the Contractor for Disposal of Assets.

Documents to be handed over to the disposal contractor:

- 1) _____
- 2) _____
- 3) _____

Any other requisite details:

- 1) _____
- 2) _____
- 3) _____

Signature of the Bidder: _____

Dated this _____ **day of** _____ **20** _____

3. Bid Security/Guarantee

Whereas Name of firm/bidder/contractor] (hereinafter called "the Bidder") has submitted his bid dated [date of submission of the bid for the disposal of [insert name and/or description of the Lot/Package/Bidding Unit] (bank hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE.... [insert name of bank] of [insert name of country], having our registered office at [insert address of] (hereinafter called "the Bank"), are bound unto [Women University, Swabi] (hereinafter called "the Procuring Entity") in the sum of Rs. ----- for which payment well and truly to be made to the said Procuring Entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity, as specified in the BDS and by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of his Bid by the Women University, Swabi during the period of bid validity:
 - a) fails or refuses to sign and execute the Contract Form, if required; or
 - b) fails or refuses to furnish the Performance Guarantee, if required, following the Instructions to Bidders; or
 - c) fails or declines to accept the arithmetical correction(s) of his Bid in accordance with the Instructions to Bidders; or
 - d) fails to submit hard copies of the bid in the electronic bidding, by the stipulated time mentioned in the BSD.

We undertake to pay to the Women University, Swabi up to the above amount upon receipt of its first written demand, without the Women University, Swabi having to substantiate its demand, provided that in its demand the Women University, Swabi will note that the amount claimed by it is due to it, owing to the occurrence of one or more of above-stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

4. Letter of Acceptance

To: *[insert name and address of the Bidder]*

Dear Bidder

This is to inform you that the Women University, Swabi has accepted your Bid dated *[insert the date]* for the execution of the *[insert name of the Contract and identification number, as given in the Bid Data Sheet and/or Special Conditions of Contract]* for the Contract Price of the equivalent of *[insert the amount in figures and words, and name of currency]*, as corrected and modified following the Instructions to Bidders, as the Best Evaluated Bid. The Contract Form, incorporating all agreements made between you and the Women University, Swabi so far, is attached herewith.

You are hereby instructed to confirm the receipt of this communication through a registered post, or by digital means, followed by confirmation through a registered post, on the address given below, on or before *[insert the date and time as specified in the BDS for the purpose]*. You are further instructed to sign and date the Contract Documents and return them to the Procuring Entity, on or before *[insert the date and time as specified in the BDS for the purpose]*, and proceed with execution of the said Contract for the disposal of the assets following the Contract Documents.

Please note that failure to comply with and proceed as above shall be sufficient ground for withdrawal and annulment of the Letter of Acceptance and the Contract, and forfeiture of your Bid Security/Guarantee, besides other legal actions, as described in the Bid Solicitation Documents.

Please return the attached Contract Documents duly signed and stamped.

Signature of Issuing Authority (for Procuring Entity) _____

Name and Designation (for Procuring Entity) _____

Address (Postal) _____

Email/Whats App. _____

Dated _____

(Attachment: Contract Documents)

5. Notification of Award

To: *[insert name and address of the Bidder]*

Subject: Award of Contract No. *[insert name of the Contract and identification number, as given in the Bid Data Sheet]*

This is to notify you that as a sequel to the issuance of Letter of Acceptance *[insert number and date of issue of the Letter]*, the Women University, Swabi has accepted your Bid dated *[insert the date]* for the execution of the *[insert name of the Contract and identification number, as given in the Bid Data Sheet and/or Special Conditions of Contract]* for the Accepted Contract Price of the equivalent of *[amount in figures and words and name of currency]*, as corrected and modified following the Instructions to Bidders.

Signature: _____

Name and Designation of the Signatory: _____

Name of the Procuring Entity: _____

Dated: _____

Attachment: Contract Agreement

6. Contract Form

THIS AGREEMENT made the ____ day of _____ 20__ between Women University, Swabi, Khyber Pakhtunkhwa, Pakistan (hereinafter called **“the Procuring Entity”**) of the one part and *[insert name of the Bidder]* of *[insert address of the Bidder]* (hereinafter called **“the Bidder”**) of the other part:

WHEREAS the Women University, Swabi invited Bids for disposal of certain assets, viz., *[insert the list of item(s)/Lot(s)/Package(s)/Bidding Unit(s), and its Unique Identification Number(s) and Unique Recognition Number(s), etc.]* and has accepted a bid by the Bidder for the disposal of the said assets in the sum of *[insert Contract Price in figures and words]* (hereinafter called **“the Contract Price”**).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract, read with Special Conditions of Contract, referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely:
 - 1) Invitation for Bids (IFB)
 - 2) Bid Data Sheet (BDS)
 - 3) Qualification and Evaluation Criteria
 - 4) Description of Assets (DOA)
 - 5) General Conditions of Contract (GCC)
 - 6) Special Conditions of Contract (SCC)
 - 7) Bid Form (BF)
 - 8) Performance Guarantee (PG) (if any)
 - 9) Minutes of Negotiations (if any)
 - 10) Letter of Acceptance (LOA)

- 11) Notification of Award;
- 12) Contract Form (CF)
- 13) Price Schedule (PS)
- 14) Bid Security/Guarantee (BSG)
- 15) Bank Guarantee for Advance Payment (BGAP) (if applicable)
- 16) Power of Attorney of a Bidder participating in the bidding process through a representative (if applicable)
- 17) Power of Attorney of the Lead Member of Joint Venture, Consortium, or Association at the time of Contract award (if applicable)
- 18) Integrity Pact (if applicable)
- 19) Affidavit for Eligibility of Bidders
- 20) Affidavit for the capability to implement restrictions on end-users and exports (if applicable)
- 21) Affidavit for provision of Bid Security/Guarantee in Single Stage-Two Envelopes procedure (if applicable)

3. In consideration of the payments to be made by the Bidder to the Women University, Swabi as hereinafter mentioned, the Women University, Swabi hereby covenants with the Bidder to hand over the assets for disposal in conformity with the provisions of the Contract.

4. The Bidder hereby covenants to pay the Women University, Swabi in consideration of the disposal of the assets, the Contract Price, or such other sum as may become payable under the provisions of the Contract at the time(s) and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed following their respective laws the day and year first above written.

Signed, sealed, delivered by _____ on the _____ day of _____ 20 _____
(for the Procuring Entity)

Signed, sealed, delivered by _____ on the _____ day of _____ 20 _____
(for the Bidder)

7. Power of Attorney

(For a bidder participating in the bidding through a representative)

[On E-stamp paper of Rs. 100/- or above]

THIS POWER OF ATTORNEY is executed at _____ on this _____ day of _____, by [insert name of the Bidder] at [insert the address] (hereinafter, referred to as the "**Grantor**"), which expression wherever occur in these presents shall also mean and include its successors-in-interest and assigns.

WITNESSETH

WHEREAS the Grantor intends to submit a bid to the [insert name of the Procuring Entity] (hereinafter, referred to as "**the Procuring Entity**"), in respect of the [insert the mode of disposal of assets] of [insert the description of the assets for disposal] (hereinafter, referred to as "**the Assets**"), and to do the follow up related actions (hereinafter, jointly referred to as "**the Transaction**"), and for this purpose, the Grantor considers it necessary and expedient to appoint a representative/attorney.

WHEREAS the Instructions to Bidders contained in the Bid Solicitation Documents (BSD), for the disposal of the assets referred to warrants submission of a Power of Attorney to the said appointment.

WHEREAS the Grantor represents and warrants to the Women University, Swabi that all corporate and other actions required to give effect to this Power of Attorney have been duly taken and are subsisting.

NOW THEREFORE THIS DEED WITNESSETH the Grantor does hereby, irrevocably and unconditionally, nominate, constitute and appoint Mr./Ms. _____, son/daughter of _____, residing at _____ and holding CNIC No. _____ as its true and lawful attorney holding designation [insert the designation] (hereinafter, referred to as "**the Attorney**") to do or cause to be done all such acts, deeds, matters, and things which the Grantor may now do or in future may become interested to do in connection with the Transaction, including:

1. to visit and inspect the assets for disposal, seek clarification of the BSD, and attend the pre-bid meeting;
2. to prepare and submit a bid following provisions of the BSD;

3. to attend the bids opening event and the bidding process in respect of the Transaction and generally to take such actions and decisions as may be necessary for the bidding;
4. to negotiate, execute (underhand or under seal), sign, and deliver all contracts, instruments, deeds, agreements, applications, and other documents, to make amendments to the same whether or not material, and to submit the same to the Women University, Swabi and/or any other interested parties;
5. to receive notices, instructions, and orders for and on behalf of the Grantor(s); and
6. to do all other things and to take all necessary steps incidental to the exercise of the above powers or which the Attorney considers necessary or expedient concerning the foregoing or the effective exercise of any power listed above.

The Grantor agrees that whatever the Attorney shall do or cause to be done according to this Power of Attorney shall be binding on the Grantor.

The Grantor agrees to ratify and confirm whatever the Attorney shall do or cause to be done under this Power of Attorney.

All terms used in this instrument, but not defined herein, shall have the meaning given to them in the BSD

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney on the date and place first written above.

WITNESSES:

[INSERT NAME OF THE GRANTOR]

[Signature, Name, Father's Name, and CNIC]

[Signature, Name, Designation, and CNIC]

1. _____

2. _____

NOTARY PUBLIC: (Name, Signature, Seal, Number, and Date) _____

NOTARY PUBLIC: (Name, Signature, Seal, Number, and Date) _____

8- Affidavit

(Undertaking for Bidder's Eligibility/Non-Black-listed Certificate)

[On a E-stamp paper of Rs. 150/-]

I/We, [insert name(s) of the Bidder(s)] (hereinafter referred to as **"the Bidder(s)"**) intend to submit a bid, to the [insert name of the Procuring Entity] (hereinafter referred to as **"the Procuring Entity"**), in respect of the tender for.... [insert the mode of disposal of assets] of [insert the description of the assets for disposal].

I/We, the Bidder(s), do hereby solemnly affirm and declare that:

1. I/We, the Bidder(s), have never been under a declaration of ineligibility for corrupt and fraudulent practices; or, black-listed in any procurement case by any Public Sector Organization or Procurement Entity or Public Procurement Regulatory Authority in the jurisdiction of Khyber Pakhtunkhwa.
2. I/We, the Bidder(s), have never been under a declaration of ineligibility for corrupt and fraudulent practices; or, black-listed in any procurement case by any Public Sector Organization, or Procurement Entity or Public Procurement Regulatory Authority in the Jurisdiction of Federal Government, Punjab, Sindh, Baluchistan, Azad State of Jammu or Kashmir or Gilgit Baltistan. [insert this Clause if this condition is applicable, as specified in the BDS, otherwise omit this Clause].
3. I/We, the Bidder(s), fulfill the minimum qualification criteria for bidders to participate in the bidding, that affirm/ensure that the bidder:
 - a) has the legal capacity to enter into the contract;
 - b) has the prescribed technical, managerial, and financial proficiency, equipment/plant, and/ or relevant certified experience;
 - c) is neither insolvent nor bankrupt;
 - d) is not in the process of winding up nor his/her properties are under the control of the receiver nor have his/her business activities been suspended nor legal proceedings for any of the foregoing are imminent or have been initiated against him/her; and
 - e) has fulfilled all obligations under the law for the time being in force.
4. I/We, the Bidder(s), fulfill the eligibility criteria for Bidders, as specified in the BDS.
5. I/We, the Bidder(s), are not associated, and/or had never been associated in the past, directly or indirectly, with a firm or its affiliate(s) which has been engaged by the Women University, Swabi to provide consulting services for the preparation of design,

specifications, and other documents to be used for disposal of assets under this BSD.

6. I/We, the Bidder(s), do not fall in the category of employees of the Women University, Swabi or members of the Board of Directors of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority or Assets Disposal Committee of the Procuring Entity, who are barred to participate in the bidding for this case of disposal of assets.
7. I/We, the Bidder(s), fully understand that in case of any violation(s) on the above points, I/we will be liable for the penal actions, including rejection of my/our bid, forfeiture of bid security/guarantee and/or performance security, debarment and black-listing, and such other penalties and fines, as described in the Bid Solicitation Documents, the ensuing Contract Agreement and related laws.

Signature(s) of Deponent(s)/ Bidder(s) _____

Name of Deponent(s)/ Bidder(s) _____

CNIC No. of Deponent(s)/ Bidder(s) _____

Dated: _____

Notarized by: [*Name, signature, seal, number, and date*] _____

9. Affidavit

(Undertaking for the capability to implement restrictions on end-users and exports)

[On E- stamp paper of Rs. 100/- or above]

I/We, *[insert name(s) of the Bidder(s)]*, intend to submit/have submitted a sealed bid, to the Women University, Swabi, in respect of the tender for.... *[insert the mode of disposal of assets]* of *[insert the description of the assets for disposal]*. The terms and conditions of the bidding contain, inter alia, restrictions on the end-users and/or exports of the assets for disposal, as specified in the Bid Data Sheet.

I/We, the Bidder(s), do hereby solemnly affirm and declare that I/we have the necessary and adequate means and resources to implement the said restrictions in letter and spirit.

I/We, the Bidder(s), fully understand that failure to meet this condition shall result in rejection of my/our bid at any stage, being non-responsive, and shall further lead to the penal actions under the Bid Solicitation Documents and related laws.

Signature(s) of Deponent(s)/ Bidder(s) _____

Name of Deponent(s)/ Bidder(s) _____

CNIC No. of Deponent(s)/ Bidder(s) _____

Dated: _____

Notarized by: *[Name, signature, seal, number, and date]* _____

10. Affidavit

(Undertaking for Bid Security/Guarantee)

[On E-stamp paper of Rs. 100/- or above]

I/We, *[insert name(s) of the Bidder(s)]*, intend to submit/have submitted a sealed bid, comprising Technical Bid and Financial Bid, sealed in one envelopes, to the Women University, Swabi in respect of the tender for *[insert the mode of disposal of assets]* of *[insert the description of the assets for disposal]*.

I/We, the Bidder(s), do hereby solemnly affirm and declare that a Bid Security/Guarantee in the prescribed form amounting to 5% *percent of the total bid value/Price as specified in the BSD*] of the Bid Price(s) quoted in my/our Financial Bid is enclosed in the envelope containing the Financial Bid.

I/We, the Bidder(s), fully understand that failure to meet this condition shall result in the rejection of my/our Bid, being non-responsive.

Signature(s) of Deponent(s)/ Bidder(s) _____

Name of Deponent(s)/ Bidder(s) _____

CNIC No. of Deponent(s)/ Bidder(s) _____

Dated: _____

Notarized by: *[Name, signature, seal, number, and date]* _____
