

# **BIDDING DOCUMENTS**

## **“SUPPLY, INSTALLATION, TESTING and COMMISSIONING of CCTV SECURITY CAMERAS NETWORK”**



September-2022

Price Rs. 1000/-,  
(in shape of pay order  
in favor of Treasurer)

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### IMPORTANT NOTE:

The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and all other bidding details. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in any respect may result in the rejection of the Bid.

In case of any conflict of instructions/provisions herein with the KPPRA/PPRA, (“the Rules”), the Rules shall prevail.

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

### APPLICABILITY OF KPPRA/PPRA RULES

This Bidding Process will be governed under KPPRA/PPRA Rules, as amended from time to time and instructions of the Government of the KPPRA/PPRA received during the completion of the project.

In case of any Grievances during bidding or implementation stage, the same will be redressed in accordance with the Grievances Redressal Rules of KPPRA (2017) or as amended from time to time. Other court of laws or forms, will not be approached for redressal of the grievances/claims regarding the tender/project.

## 1. INVITATION TO BID

Sealed Bids are invited as per single stage two envelope procedure of KPPRA Rules, from firms/companies registered with Income tax and Sales tax Department and having similar past experience for “**supply, installation, testing and commissioning of CCTV security cameras network**”

Interested eligible bidders may obtain further information from office of undersigned. Bidding document may be purchased by the interested bidders on the submission of a written application to the undersigned and upon payment of a non-refundable fee of Pak Rs. 1,000/- in favor of Treasurer (AUST), along with registration certificates with income tax cum sales tax department.

Note: In case of downloading the bidding documents from the website of either KPRA or Procuring Entity then in such case it is mandatory to the pay order of the requisite fee of Rs.1000 is along with submit bid, failing which the bid will not be entertained for further process.

Bids must be delivered to the address below on **September 26, 2022** at or before 11:00 a.m. Late bids after due time will be rejected. The bids will be opened on the same date i-e **September 26, 2022 at 11:30 a.m.** in the presence of the bidders’ representatives who choose to attend, at the address below. All Bids must be accompanied by a Bid Security @2% of quoted bid amount in the form of CDR from a schedule bank in favor of Treasurer along with the Financial Bid, without this, the offer shall be rejected being non-responsive. A certificate to the effect that the bid security has been kept in the financial proposal which should be accompanied with the technical bid. Amount of the bid security should not be disclosed.

A pre-bid meeting will be held on **September 19, 2022 at 1 p.m.** in Procurement office, Abbottabad University of Science & Technology (AUST) Havelian. Bidding Documents are immediately available after date of publication. Abbottabad University of Science & Technology (AUST) Havelian will not be responsible for any cost or expense incurred by Bidders about the preparation or delivery of bids. Bid notice has also been posted on Abbottabad University of Science & Technology (AUST) Havelian website ([www.aust.edu.pk](http://www.aust.edu.pk)) . Abbottabad University of Science & Technology (AUST) Havelian may reject all the bids subject to relevant provision of KPPRA/PPRA Rules.

Procurement Officer  
Abbottabad University of Science &  
Technology (AUST) Havelian

## **2. TENDER SPECIFIC INSTRUCTION FOR BIDDERS**

### **1. Procedure for Selection of Contractor/Bidder**

KPPRA Rule Single Stage Two Envelopes bidding procedure shall be used for **“supply, installation, testing and commissioning of CCTV security cameras network”**

### **2. Bid Security**

Each bidder will submit Bid Security of 2% of Quoted amount along with the bid in form of CDR from a schedule bank. A certificate should be enclosed in the technical proposal that bid security has been attached to financial proposal without showing the amount of bid security.

### **3. Filling of Price Schedule**

The bid is full package based, for which the bidders shall quote the rates and bid cost of all given items in package. The rate be inclusive of all applicable Government taxes during the project tenure (till completion of the defect liability period or warranty period, whichever is later), regarding the procurement.

### **4. Evaluation of Bids**

The bids will be evaluated as per the procedure laid down in these contract documents under the head technical and financial criteria.

### **5. Payments**

Payments will be made against delivered commissioned, tested and inspected goods/items only. The due payment will be made within 14 days of satisfactory inspection report of the committee, constituted by the University for the purpose.

### **6. Sign and Stamp**

Bidder is required to stamp every page of the bid document along with signature.

### **7. Bidders are required to examine the technical specifications of each item included in the bid in detail.**

## **3. INSTRUCTIONS TO BIDDERS**

### **3.1 Scope**

- 3.1.1** The Abbottabad University of Science & Technology (AUST) Havelian intends to receive Bids for “supply, installation, testing and commissioning of CCTV security cameras network”. The bidder shall be independent Network Equipment or other allied Service Provider liable and able to provide, and operationalize all the Goods/Equipment/Services including transportation of the material to the required sites. All arrangements will be the responsibility of the successful bidder. The bid is to be completed and submitted to the University in accordance with these

instructions to Bidders and other terms and conditions and stipulations of the bidding documents.

**3.1.2** The bidder shall submit bid, which shall comply with the Bidding Document, **it is mandatory**. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding “Determination of Responsiveness of Bid” and “Rejection / Acceptance of the Tender” for making their bids substantially responsive to the requirements of the Bidding Document. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Client. Neither any time schedule, nor financial adjustments arising thereof shall be permitted because of failure by the Bidder. The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process. It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. The Bidder should be fully and completely responsible for all the deliveries and deliverables as mentioned in the bid, to the University, including its operationalizing and testing.

**3.2** Eligible Bidder

The invitation for Bid is open to all the firms having valid and renewed registration with Income and Sales Tax Department for the relevant supply, including KPRA registration (active) (cordially where required) and having past and similar experience.

**3.3** Cost of Bidding

The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the University will not be responsible or liable for those costs.

**3.4** Joint Ventures

The Joint Venture is allowed in this tender with the following requirements/ conditions;

- a). The Lead party or the party who is submitting the Proposal shall have the Authorization from Manufacturer/Principle.
- b). In case of Joint Venture, all the documents of both firms will be evaluated in accordance with the Evaluation Criteria.
- c). The Joint Venture shall declare one company/firm as a lead partner. One

of the partners shall be authorized to be in charge; and this authority shall be evidenced by submitting a power of attorney Particularly for this Project signed by legally authorized signatories of all the partners;

Joint venture must comply with the following requirements:

- i. The lead partner shall meet not less than 70% of all qualifying criteria
  - ii. Each of the partner shall meet not less than 35% of qualifying criteria.
  - iii. The joint venture must collectively satisfy the criteria.
- d) The Joint Venture partners shall get the Bidding Documents on Joint Venture's NOT single bidder/firm.
  - e) The Joint Venture partners shall sign the agreement so as to be legally binding on all the partners;
  - f) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
  - g) All partners of the joint venture shall be liable jointly for execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above, as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and a copy of the agreement entered into the joint venture must be provided by the joint venture partners and shall be submitted with the Bid.

### 3.5 Assurance

The successful bidder will be required to provide satisfactory assurance of its ability and intention to provide the requisite items / services, within the time as mentioned in the tender documents.

## 4. TERMS AND CONDITIONS OF THE TENDER

### Definitions

In this document, unless there is anything repugnant in the subject or context:

- A. "Authorized Representative" means any representative appointed, from time to time by the Client or the Contractor.
- B. "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- C. "Client" means the Abbottabad University of Science & Technology (AUST) Havelian.
- D. "Bidder/Tenderer" means the interested Firm/ Company/ Supplier/ Distributors that have already provided or relevant Goods / Equipment / Services to any of the public/private sector organization under the contract

and have registered for the relevant business thereof with the concern authority.

- E. "Commencement Date of the Contract" means the date of commencement as mentioned in the letter of acceptance.
- F. "Contract" means the agreement entered into between the University and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- G. "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
- H. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations
- I. "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract. "Day" means calendar day.
- J. "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided under the Contract.
- K. "Force majeure shall mean any event, act or other circumstances not being an event, act or circumstances under the control of the University. Non-availability of materials/supplies or of import license shall not constitute Force majeure.
- L. "Goods" means hardware, equipment, machinery, and/or other materials which the Contractor is required to supply to the University under the Contract.
- M. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- N. "Prescribed" means prescribed in the Bidding Document.
- O. "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided.

## **5. NOTICES**

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the



Contractor and the University, the same shall be:

- ✓ in writing;
- ✓ issued within reasonable time;
- ✓ served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- ✓ The words "notify", "certify", "order", "consent", "approve", "instruct", shall be interpret accordingly.

## **6. TENDER SCOPE**

Abbottabad University of Science & Technology (AUST) Havelian (hereinafter referred to as "the client") invites / requests Bids (hereinafter referred to as "the Tenders") for "**supply, installation, testing and commissioning of CCTV security cameras network** (hereinafter referred to as "the Goods or Services"). Contractor will be responsible for delivering items and services as mentioned in the tender documents, installation and deployment of all required facilities/ services or related items and maintenance of the same till the validity of warranty.

**The detailed Scope of Work and Specifications available at Annex-B. Financial/priced Bid.**

## **7. TENDER ELIGIBILITY AND QUALIFICATION CRITERIA**

**7.1** Eligible Bidder/Tenderer is a Bidder/Tenderer who:

- 7.1.1** has a registered incorporated company/firm in Pakistan with relevant business experience of least five (5) year as;
- 7.1.2** Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies will be considered, which are validly registered with sales tax and income tax departments);
- 7.1.3** has valid Registration of General Sales Tax (GST) & National Tax Number (NTN) and other mandatory registration with Government departments for the project.
- 7.1.4** has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;
- 7.1.5** has the required relevant experience, qualified personnel and enough

strength to fulfill the requirement of assignment;

**7.1.6** Conforms to the clause of “Responsiveness of Bid” given herein this tender document.

**7.1.7** Complies with The Detailed Technical Evaluation Criteria, attached at Annexure-A and the package wise mandatory requirements/specifications as elaborated in financial bid.

**Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.**

## **8. TENDER COST**

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

## **9. EXAMINATION OF THE BIDDING DOCUMENTS**

The Tenderer/ Bidder is expected to examine the Bidding Document, including all instructions and terms and conditions, technical specifications and other instructions laid down under various heads of tender documents.

## **10. AMENDMENTS OF THE BIDDING DOCUMENTS**

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

**10.2** The University will notify the amendment(s) in writing to the prospective Tenderers/Bidders as per KPPRA/PPRA Procurement Rules.

**10.3** The University at its exclusive discretion, amend the Bidding Documents to extend the deadline for the submission of the Tender as per KPPRA/PPRA Procurement Rules.

## **11. PREPARATION / SUBMISSION OF PROPOSAL/TENDER**

**11.1** The tenderer/bidder must bid for the Items of the Bill of quantities of financial bids, in strict accordance with the instructions of package, otherwise his bid will be declared as non-responsive. No claims in this regard will be entreated.

**11.2** The Tender and all documents relating to the Tender, exchanged between the Tenderer and the University, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender

**11.3** The Tender shall be filed in / accompanied by the prescribed Forms, Annexes,

Schedules, Charts, Drawings, Documents, Brochures, Literature, etc and other requisite details mentioned under technical evaluation criteria, which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted.

**11.4** The Tender shall consist of proposals in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

**11.5** All tender documents must be duly signed and stamped.

**11.6** Proposal shall comprise the following:

**11.6.1** Proposal Form

**11.6.2** Undertaking (All terms & conditions and qualifications listed anywhere in this bidding/tender document has been satisfactorily understood) and Affidavit (Integrity Pact)

**11.6.3** Covering letter duly signed and stamped by authorized representative

**11.6.4** Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan

**11.6.5** Evidence of eligibility of the Bidder/Tenderer for the services including detail of the similar works already executed and in hand.

**11.6.6** Evidence of conformity of the Technical Compliance/specifications of Equipment/ Services to the Bidding/Tender Document

**11.6.7** List of firm's major clientele.

**11.6.8** Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

**11.6.9** Valid Registration Certificate with Income Tax & Sales Tax.

**11.6.10** Power of Attorney, if an authorized representative is appointed.

**11.6.11** Price Schedule

**11.6.12** Bid Security as per provisions of the clause Bid Security of this document.

**11.7** In case any deviation from the aforesaid and other bid stipulations, then the University will have right to reject the bid and no claim in this regard will be entertained.

**11.8** The Bidder/Tenderer shall sealed technical and financial bid in an envelope duly marked as under:

Original Tender for .....  
Tender Name. [Name of Tender] .....  
Abbottabad University of Science &  
Technology (AUST) Havelian  
Address Abbottabad University of  
Science & Technology (AUST)  
Havelian  
[Name of the Bidder/Tenderer]

[Address of the Bidder/Tenderer] [Phone No. of  
the Bidder/Tenderer]

- 11.9** The Bidder/Tenderer shall enclose hard copies of the Technical Proposal, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc.
- 11.10** The Bids shall be delivered before the dead line for submission of bids
- 11.11** This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the bidder/tenderer.

## **12. TENDER PRICE**

**12.1** The quoted price shall be:

**12.1.1** in Pak Rupees;

**12.1.2** Inclusive of all taxes, duties, levies, insurance, freight, etc. applicable under the law and rules/regulations of Pakistan. Including all charges up to the delivery point, its installation, testing and commissioning.

**12.1.3** If not specifically mentioned in the Tender, it shall be presumed that the quoted price is as per the above requirements.

## **13. BID SECURITY (EARNST MONEY)**

**13.1** The Tenderer shall furnish the Bid Security (Earnest Money) as under:

**13.1.1** For an amount equivalent to 2% of quoted amount of the entire bid in shape of CDR from schedule bank.

**13.1.2** Denominated in Pak Rupees;

- 13.1.3** As part of financial bid envelope, failing which will cause rejection of bid. A certificate to the effect that the earnest money is enclosed should be kept in technical proposal without mentioning its worth.
- 13.1.4** In the form of Call Deposit Receipt, in the name of the Treasurer.;
- 13.1.5** Have a minimum validity period of ninety (90) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 13.2** The Bid Security shall be forfeited by the University, on the occurrence of any/ all of the following conditions:
- 13.2.1** If the Tenderer/Bidders withdraws the Tender during the period of the Tender validity specified in the Tender.
- 13.2.2** If the Tenderer/Bidders does not accept the corrections of his Total Tender Price.
- 13.2.3** If the Tenderer/Bidders, having been notified of the acceptance of the Tender by the University during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Bidding Document.
- 13.3** The Bid security shall be returned to the technically unsuccessful Tenderer/Bidders with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

#### **14. TENDER VALIDITY**

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

#### **15. MODIFICATION / WITHDRAWAL OF THE TENDER**

The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

#### **16. OPENING OF THE TENDER/BID**

Technical bids will be opened at **11:30 a.m.** on the last date of submission of bids

i.e. **September 26 , 2022**, in the presence of the Tenderer(s) who ensure their presence without further invitation in dean office, Quaid a Azam block. The proposal will not be received after **11:00 a.m.** on **September 26 , 2022**, Financial proposals of the technically qualified bidders will be opened on the date, which will be communicated to them, later on. Contract will be awarded on to the least financial bidder(s), duly technically qualified for the package.

**17. CLARIFICATION OF THE TENDER**

The University shall have the right, at its exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder/Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender.

**18. DETERMINATION OF RESPONSIVENESS OF THE BID/TENDER**

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

**18.1.1** Meets the eligibility criteria given herein this bidding document for the Equipment / Goods/Works/Services including its installation, testing and commission.

**18.1.2** Strictly meets the Technical Specifications set forth in financial bid, for supply of the Equipment / Goods / Works / Services

**18.1.3** meets the delivery period/point for the Equipment /Goods /Works/Services;

**18.1.4** in compliance with the rate and limit of liquidated damages;

**18.1.5** Offers fixed price quotations for the Equipment / Goods / Works / Services, installation, testing and commission (turnkey basis). Whereby no optional offer / bid or price is allowed;

**18.1.6** Is accompanied by the required Bid Security as part of financial bid envelope;

**18.1.7** Compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document.

**18.1.8** Conforms to all terms and conditions of the Tender Document, without material deviation or reservation. A material deviation or reservation is one which affects the scope, quality or performance of the Equipment/Goods/Works/Services or limits the University's rights or the

Tenderer's obligations under the Contract.

- 18.2** The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

**19. CORRECTION OF ERROR / AMENDMENT OF TENDER**

- 19.1** The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

**19.1.1** If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected.

**19.1.2** If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

**19.2** The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.

**19.3** Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

**19.4** No credit shall be given for offering delivery period earlier than the specified period.

**20. TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL**

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

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / support services will be rejected.

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

The financial bids of only eligible and technically qualified firms will be considered and opened. Contract will be awarded on least cost basis.

Note: Verifiable documentary proof of all requisite documents is mandatory otherwise it will be sole discretion of the University to term the bid as non-responsive.

**20.3** Financial Proposal evaluation will be conducted under the KPPRA/PPRA Procurement Rules. The price proposal/financial bid will include all duties, taxes and expenses etc till completion of liquidated damages period. In case of any exemption of duties and taxes made by the Government in favor of the University, the contractor shall be bound to adjust the same in the Financial Proposal.

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

**20.3.2** In evaluation and payment of the price of an imported item, the price will be determined and considered inclusive of the customs, other import duties etc and all types of applicable taxes, till site delivery and inspection.

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

**20.4** The University will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder.

## **21. REJECTION / ACCEPTANCE OF THE BID**

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

**21.1.1** The Bidder/Tender shall be rejected if it is:

**21.1.2** Substantially non-responsive in a manner prescribed in this tender document or

**21.1.3** submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

**21.1.4** Incomplete, partial, conditional, alternative, late; or

**21.1.5** Relevant bid security is not submitted;

**21.1.6** 'Subjected to interlineations / cuttings / corrections / erasures / overwriting; or

**21.1.7** The Tenderer refuses to accept the corrected Total Tender Price; or



- 21.1.8 The Tenderer has conflict of interest with the University; or
- 21.1.9 The Tenderer tries to influence the Tender evaluation / Contract award;  
or
- 21.1.10 The Tenderer engages in corrupt or fraudulent practices in competing for the  
Contract award;
- 21.1.11 The Tenderer fails to meet all the requirements of Tender Eligibility /  
Qualification Criteria.
- 21.1.12 The Tenderer fails to meet the evaluation criteria requirements.
- 21.1.13 The tenderer has been blacklisted by any public or private sector  
organization;
- 21.1.14 The tenderer has been served any legal notices or displeasure letters by any  
public-sector organization on serious failures to provide satisfactory  
Equipment/Goods/Works/Services;
- 21.1.15 The tenderer has mentioned any financial implication(s) in the financial  
proposal that is in contradiction to this document and Government rules and  
regulations.
- 21.1.16 There is any discrepancy between bidding documents and bidder's proposal  
i.e. any non-conformity or inconsistency or informality or irregularity in  
the submitted bid.
- 21.1.17 The Tenderer submits any financial conditions as part of its bid which are not  
in conformity with tender document.
- 21.1.18 Non-submission of verifiable proofs against the mandatory as well as general  
documentary, qualification and eligibility related requirements.
- 21.1.19 If the rates quoted by vender are not workable or on higher side etc.

## **22. AWARD CRITERIA**

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

## **23. ACCEPTANCE LETTER**

As per provisions of KPPRA/PPRA Procurement Rules, the University shall issue the Acceptance Letter to the successful Tenderer and prior to the expiry of the original

validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

## **24. PERFORMANCE SECURITY**

- a. The successful Tenderer/The Contractor shall furnish Performance Security as under:
  - i. within fourteen (14) days of the receipt of the Acceptance Letter from the Client/University;
  - ii. in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Bidding/Tender Document/provided by university.;
  - iii. for a sum equivalent to 10% of the contract value.
  - iv. denominated in Pak Rupees;
  - v. have a minimum validity period until the date of expiry of liquated damages, support period or termination of services, or fulfillment of all obligations under the contract KPPRA rules, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- b. The Performance Security shall be payable to the Client/University, on occurrence of any / all of the following conditions:
  - i. If the Contractor commits a default under the Contract;
  - ii. If the Contractor fails to fulfill the obligations under the Contract;
  - iii. If the Contractor violates any of the terms and conditions of the Contract.
- c. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.
- d. In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, the amount of bid security, shall be forfeited.
  - i. The Contractor shall be responsible for complete supply, installation, testing and commissioning of all equipment's in a Lot at site (s).

- ii. The Client has right to increase/ decrease the Quantity. No claim in this regard will be entertained.

Completion time of package is 30 calendar days from the date of issuance of acceptance letter/work order of the package.

CCTV-AUST

## ANNEXURE A

**The Following Requirements are mandatory for making the bid, eligible for further process like evaluation, award etc.**

Sr. No	Qualification Requirements/ Knock Down Criteria	MANDATORY
1	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	
2	Applicant(s) must be the manufacturer /authorized dealer / distributor (s) of the business	
3	Relevant Business should be active for at least 5 years	
4	Proof of Sales Tax Registration, NTN Certificate (Status= Active with FBR)	
5	Authorization Certificate / document from the principal / manufacturer	
6	An undertaking (as per attached format) must be provided on 100 Rupees Judicial Stamp paper that the participating company is not black listed in any Government /Semi Government Organization. Through this Supplier/Vendor shall also certify that they have no case/litigation pending in any court of law in Pakistan	
7	Undertaking (All terms & conditions and qualifications listed anywhere in this bidding/tender document has been satisfactorily understood) and Affidavit (Integrity Pact)	
8	Detail of similar works / supplies already completed in last five (05) years Evidence of services must be attached.	
9	Detail of similar works / supplies in hand. Evidence of services must be attached.	
10	Evidence of conformity of the Technical Compliance of Equipment/ Services to the Bidding/Tender Document	
11	Bid Security @ 2% quoted amount in shape of CDR from Schedule bank of Pakistan in favor of Treasurer and a certificate should be enclosed in the technical proposal that bid security has been attached to financial proposal without showing the amount of bid security	
<p>Note:</p> <p><b>All other necessary and relevant details as required under the technical evaluation criteria mentioned in this tender document shall be attached with the bid otherwise it will not be accepted.</b></p> <p><b>a. Refurbished or grey smuggled products will not be accepted.</b></p> <p><b>b. Only branded equipment imported through proper channel will be accepted.</b></p> <p><b>c. The University may verify any attached document from its source.</b></p>		

## TECHNICAL EVALUATION CRITERIA

Sr.#	Technical Evaluation Criteria	(Millions)	Points
1	Worth (PKR) of projects of similar Nature ( <b>Completed</b> ) With <b>Government / Semi Government</b> in last <b>05 years</b> ( <b>Work Order &amp; Completion Certificate</b> ) (Max Points 16)	2-5	02 points per project up to max 02
		5-10	02 points per project up to max 06
		Above 10	02 points per project up to max 08
2	Worth (PKR) of projects of similar nature in <b>hand</b> with <b>Government / Semi Government</b> in last <b>05 years</b> ( <b>Work Order</b> ) (Max Points 12)	2-5	02 points per project up to max 2
		5-10	02 points per project up to max 04
		Above 10	02 points per project up to max 06
3	<b>Financial soundness of firm.</b> (Max Points 02)		02
4	<b>Authorization certificate /</b> document /from the principal / manufacturer (Max Points 15)		15
5	Full Compliance to the technical specifications of hardware equipment/any other to be procured mentioned vide Annex-B of this document (Should be Specific) (Max Points 55)		55

**Total Marks = 100**

**NOTE:**

- *Qualifying marks are 70.*
- *Purchase order and Completion certificates shall be attached with technical proposal, otherwise marks under S No 1 and 2 of the evaluation criteria will not be awarded. The University may verify the authenticity of the certificates and other attached documents.*
- *The Bidders, who have duly complied with the Eligibility/Qualification criteria (Technical bids) and attained the minimum marks of 70, will be eligible for further processing i.e opening of financial bid etc.*
- *The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply*

*and maintenance / warranty services will be rejected. The bidders are required to attach valid proof(s) of specifications of each and every quoted item, otherwise marks will not be awarded during evaluation.*

Based on conditions listed in this document and the above, bids not meeting the qualifying marks of 70 will be rejected in Technical Evaluation, and the sealed/unopened Financial Proposal shall be returned back to the respective bidder.

**Financial Proposal:**

The evaluation committee shall determine whether the financial proposals are complete and without computational errors and in accordance with the instructions. The lowest financial proposal for package will be accepted. The package will be awarded on least cost basis.

**Please Note that:**

- 1-** The Technical & Financial bids should be sealed in 2 separate envelopes and packed in a single envelope for submission. The word technical bid and financial bid should be written on respective envelopes.
- 2-** Earnest money @ 2% of quoted amount must be kept sealed in the financial bid. Certificate to this effect without mentioning the amount should be kept in Technical bid. This is **MANDATORY**.

**ANNEXURE-B**

**Important Note:** - Please read carefully all the specifications and instructions of each serial No.

# **BOQ/Priced Bid**

## **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF CCTV SECURITY CAMERAS NETWORK**

Instructions:

<b>S.no</b>	<b>Item Names/ Specification</b>	<b>Quantity</b>	<b>Remarks</b>	<b>Unit Price</b>	<b>Total Price</b>
01	<b>IP Network Bullet CAMS</b> (Survey required) Supply of Built-in Video Analytics Based 4 Megapixel H.265+ Star Light Perimeter Protection with, 30M IR, Weather Proof Outdoor IP-67 Housing & Mounting Bracket 4MP, 1/3" CMOS image sensor, low illuminance, high image definition, Outputs 4MP (2560 × 1440) @25/30fps, Max. supports 4MP (2688 × 1520) @20 fps, Supports max. 256 GB Micro SD card, 12V DC/PoE power support, IP67 protection grade, face detection <b>Warranty 1 year</b> <b>As per approved relevant inline dept committee</b>	60	As per actual		
02	<b>CAT 6 UTP Cable( imported) with PVC Pipe/Duct 1" in RF including Cable Tie, Socket, and related accessories</b> (Survey required) <b>Warranty 1 year</b> <b>As per approved relevant inline dept committee</b>	12000 feet	As per actual		
03	<b>64 Channel Network Video Recorder (4K&amp;H.265 Pro)</b>	3	As per actual		

	<p>320Mbps input, 16ch 1080P decoding, max 64 IPC input, H.265+&amp;H.264+ 4 HDD, 2 VGA&amp;2 HDMI, 2 RJ45(1000M), 3 USB(2USB3.0), 1 eSATA Smart 2.0, fisheye dewarp, face detection, ANPR, POS, P2P</p> <p><b>Warranty 1 year</b> <b>As per approved relevant inline dept. committee</b></p>				
04	<p><b>4TB HDD</b> Surveillance Grade</p> <p><b>Warranty 1 year</b> <b>As per approved relevant inline dept. committee</b></p>	6	As per actual		
05	<p><b>Branded Computer</b> Processor – Intel® Core™ i7 11th Generation with Intel HD Graphics 630 (3.6 GHz, up to 4.2 GHz with Intel Turbo Boost, 8 MB cache, 4 cores), Intel chipset ® H270, RAM – 16 GB DDR4 SDRAM, 2TB SSD, DVD RW Drive (Reads and Writes to DVD/CD), Network Interface – Gigabit Network Connection, Built in Wireless 1707 Card (802.11BGN + Bluetooth 4.0, 2.4 GHz), Tower casing, Support both VGA &amp; HDMI Ports ,USB Port 2.0 &amp; 3.0, USB Keyboard Banded, USB Mouse Branded, with Branded 18.5” LED, Accessories etc or above Specification. <b>Warranty 1 year. As per approved relevant inline dept. committee</b></p>	1			
06	<p><b>Branded Smart LED 65inch Imported</b> Screen Type LED Screen Size 65” or higher Interfaces 3 x HDMI Ports, RJ45 10/100, Wi-Fi, 2 x USB ports, Audio In/Out or above specification Warranty: 1 year Samsung/LG/Sony or</p>	5	As per actual		



	Equivalent. <b>As per approved relevant inline dept. committee</b>				
07	<b>Pole for Security Camera</b> (Survey required) Along with civil work. Locally manufactured with 3-inch size round with base. <b>As per approved relevant inline dept. committee</b>	10 Poles ,each of 10 feet  (10*10= 100 feet)	As per actual		
08	<b>Junction Box</b> For Bullet Camera for Professional Installation.	60	As per actual		
09	<b>Devices Installation,</b> Configuration, Testing Commissioning charges including monitoring room with all accessories. <b>As per approved relevant inline dept. committee.</b>	Services	As per actual		

1. It is a mandatory requirement to quote for each and every item (1 through 9). In case a bidder fails to quote for even a single item ,his/her bid will be treated as non-responsive and rejected.
2. Quantities can be increased or decreased as per the requirements. No claim what so ever will be entertained in this account.
3. If at any stage even after award of contract, the bidder/suppliers documents are found bogus/minified, this contract will be cancelled and punitive action shall be taken against the firm.
4. Payment will be made after complete delivery, installation, testing and commissioning and inspection of the expert committee.

## ANNEXURE-C

### PROPOSAL SUBMISSION FORM

To

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Subject: "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF CCTV SECURITY CAMERAS NETWORK"

Dear Sir,

- A. Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items / services on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.
- B. We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the University.
- C. We agree to abide by this proposal and it shall remain binding upon us and may be accepted at any time before the expiration of the time period mentioned in the tender document.
- D. We agree to execute a contract in the form to be communicated by the Abbottabad University of Science & Technology (AUST) Havelian , incorporating all agreements with such alterations or additions thereto as may be necessary to adopt such agreement to the circumstances of the standard.
- E. We understand that the University is not bound to accept a lowest or any bid which may be received, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- F. The technical bid and financial bids are enclosed in separate envelopes and marked accordingly. Both the envelopes are packed in a single envelope. Covering letter of each proposal is attached.

Authorized Signatures with Official Seal

**ANNEXURE-D**

**FINANCIAL PROPOSAL SUBMISSION FORM**

To,

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

We, the undersigned, offer to provide the (“supply, installation, testing and commissioning of CCTV security cameras network”) in accordance with your Bidding Documents (**insert project name**).dated \_ (**insert date**) \_. Our attached Proposal is for the sum of \_ (**insert amount in words and figures**) \_. This amount is inclusive of all taxes.

Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

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

We understand that the financial bids of only technically qualified firm will be opened for package, otherwise the same will be returned unopened and the lowest bid will be accepted for package. We also understand that if, in case, only one item rate is not mentioned in quotation for such package, in which quoting of rates of all items is mandatory, then, in such case, bid of the package will be rejected by the University.

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

**ANNEXURE-E**

**POWER OF ATTORNEY**  
(On Stamp Paper of relevant value)

Know all men by these presents, we (**name of the company and address of the registered office**) do hereby appoint and authorize Mr. (**full name and residential address**) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for supply, installation, testing and commissioning of IT in response to the tenders invited by the Abbottabad University of Science & Technology (AUST) Havelian including signing and submission of all documents and providing information/responses to Abbottabad University of Science & Technology (AUST) Havelian in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

This day of                      2022 For

(Signature)

(Name, Designation and Address)

Accepted (Signature)

(Name, Title and Address of the Attorney) Date:

**ANNEXURE-F**

**UNDERTAKING**

(To be submitted on legal stamp paper of worth Rs.100)

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

Dated this day            2022

Signature (Company Seal)

CCTV-AUST

## ANNEXURE-G

### AFFIDAVIT

(To be submitted on legal stamp paper of worth Rs100)

(Integrity Pact)

We **\_ (Name of the bidder / supplier) \_** being the first duly sworn on oath submit, that  
**Mr. / Ms.** (if participating through agent / representative) is the agent /

representative duly authorized by **\_(Name of the bidder company)\_** hereinafter called the Contractor to submit the attached bid to the Abbottabad University of Science & Technology (AUST) Havelian Affiant further states that the said **M/s (Bidding Firm/Company Name)** has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the **\_ Abbottabad University of Science & Technology (AUST) Havelian** any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

**[The Seller/Supplier/Contractor]** certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Abbottabad University of Science & Technology (AUST) Havelian and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support. **[The Seller/Supplier/Contractor]** accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty / support.

It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the University under any law, contract or other instrument, be voidable at the option of the University.

Notwithstanding any rights and remedies exercised by the Abbottabad University of Science & Technology (AUST) Havelian in this regard, **[the Seller/Supplier/Contractor]** agrees to indemnify the Abbottabad University of Science & Technology (AUST) Havelian for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Abbottabad University of Science & Technology (AUST) Havelian in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Abbottabad University of Science & Technology (AUST) Havelian .

Signature & Stamp

Subscribed and sworn to me this                      day of                      2022

## ANNEXURE-H

### PERFORMANCE SECURITY

#### BANK GUARANTEE

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date:

(Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name.

, Tender No. (hereinafter called "the Contract") for the Contract Value of PKR(in figures) (in words).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within Fourteen (14) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the University, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs.\_ (contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the University, for the sum of PKR (in figures ) (in words ) and undertakes to pay to the University, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the University having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;



3. If the Contractor violates any of the provisions of the Contract.

Provided that the University shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the University shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until expiry of \_\_\_\_\_ warranties / support period or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this \_\_\_\_\_ day of 2022.

GUARANTOR

Signature

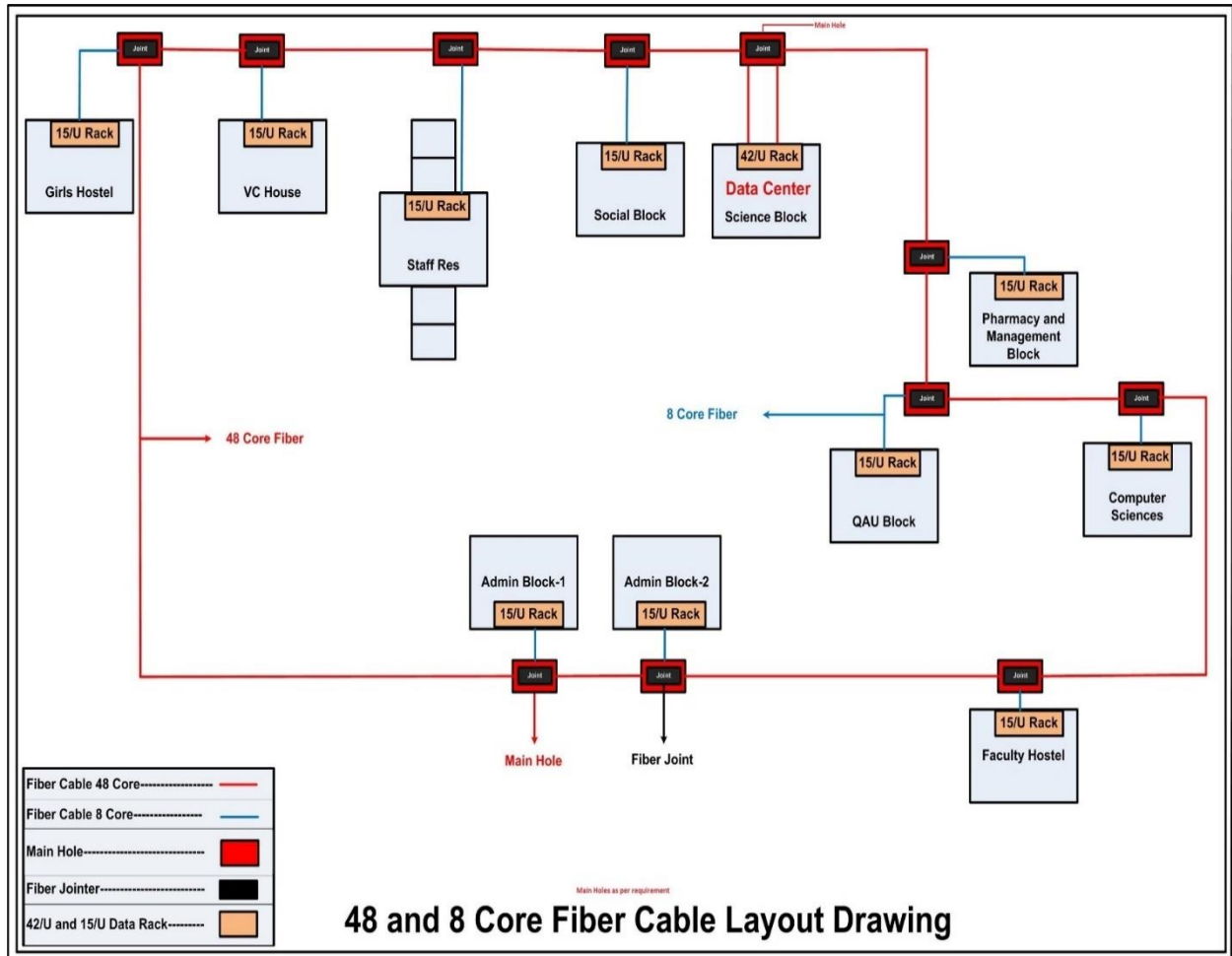
CNIC #

Name

Designation

Address

# ANNEXURE-I



## **AGREEMENT**

Contract Title:

[Name of Contractor]

Dated:

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between, on the one part,

and

[full legal name of Contractor], on the other part severally liable to the Client for all the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

### **RECITALS**

WHERE

AS,

- (a) The client, (Abbottabad University of Science & Technology (AUST) Havelian) intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the supply of material as described in the contract.
- (b) The Client has requested the Contractor to provide certain equipment/Goods/Works/Services including its installation, testing and commission etc of items as described in Tender Document; and
- (c) The Contractor, agreed to provide such equipment/Goods/Works/Services including its installation, testing and commission etc of items on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Client to supply the material and to remedy defects therein, at the time and in the manner, in conformity in all respects with

the provisions of the Contract, in consideration of the payments to be made by the Client to the Contractor.

2. The Client hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the material.
3. The following shall be deemed to form and be read and construct as part of this Contract:

- a. Letter of Acceptance/Work Order/Purchase Order/
- b. The Bidding Document
- c. Bidder's Proposal
- d. Terms and Conditions of the Contract
- e. Special Stipulations
- f. The Technical Specifications
- g. Price Schedule
- h. Performance Security
- i. Any Standard Clause acceptable for Client

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS, whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

FOR AUST

FOR CONTRACTOR

WITNESSESS

WITNESSESS

Signature

Signature

CNIC

CNIC

## GENERAL CONDITIONS OF CONTRACT

**i. Contract:**

The University shall, after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Bidding Document, to the successful Bidder. Within three working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Client.

**ii. Contract Duration:**

The entire supply should be provided and commissioned within two months after supply order. The contract will be valid till defect liability period of one year after successful completion of entire supply.

**iii. Retention Money:**

The percentage of retention money is 10% of the gross amount of payment certificate and will be released after lapse of defect liability period of one year warranty period (whichever is later). Final due payment of the items will be paid only after complete satisfactory commissioning and testing of entire network/ works. In case a contractor is a partial supplier of a network/frame work, then in such case 40% of the gross amount payable, will be retained as extra retention money, which will be released after its practical compatibility with other items during commissioning of the network infrastructure etc of that framework.

**iv. Defect liability period:**

365 Days from the effective date of taking over certificate.

**v. Rectification/Replacement of defective supply:**

The contractor shall be solely responsible for the rectification or replacement of defective supply of items (if any during any stage of project including project tenure and defect liability period).

**vi. Contract Documents and Information:**

The Contractor shall not, without the University prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the University in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the

Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

**vii. Contract Language:**

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Client, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

**viii. Standards:**

The Goods / Items / Services provided under this Contract shall conform to the technical specification as laid down in tender documents, and should be superior quality.

**ix. Commercial Availability:**

The Goods/items supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Goods/items shall have been sold under two separate contracts by manufacturer globally.

**x. Patent Right:**

The Contractor shall indemnify and hold the Client harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/items or Service or any part thereof.

**xi. Packing:**

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

**xii. Delivery:**

- a)** The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable

Goods/Items with any associated/relevant documentation. The approach shall address shipment of deliverables to the various designated sites. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the Goods/Item at AUST (Havelian) **within the time of delivery i-e 2 months from the letter of supply order.**

- b) The Goods/Items shall remain at the risk and under the physical custody of the Contractor until the delivery, testing and taking over of the Goods is completed.
- c) The Contractor shall ensure that the Goods shall be delivered complete.

If it shall appear to the Client that the Goods have been or are likely to be delayed because of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

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

**xiii. Payment:**

- a) The Contractor shall provide all necessary supporting documents along with invoice.
- b) The Contractor shall submit an Application for Payment, to the Client.

The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods/Items/Services supplied, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any

The Committee after cross checking of supplied items and invoices will recommend for payment, if found satisfactory.

c) The Client shall pay the amount verified within fourteen (14) days. Payment shall not be made in advance and against partial delivers. The Client shall make payment for the Goods supplied, the Services provided and the Works done as per, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.

d) All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

**xiv. Price:**

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

**xv. Contract Amendment:**

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

b. The Contractor shall not execute any Change until and unless the Client has allowed the said Change, by written order served on the Contractor.

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

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

**xvi. Assignment / Subcontract:**

The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part.

Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Client with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable



after receipt of such notice, the Client shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

**xvii. Liquidated Damages:**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance violates any of the provisions of the Contract / Letter of Acceptance commits breach of any of the terms and conditions of the Contract / Letter of Acceptance, the Client may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.10% of the total Contract Price which is attributable to such part of the Goods/ Items/Services, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the University, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

**xviii. Blacklisting:**

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

**xix. Termination for Default:**

If the Contractor fails / delays in performance of any of the obligations, under the Contract /violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Client may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the

Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

If the Client terminates the Contract for default, in whole or in part, the Client may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Contractor shall be liable to the Client for any excess costs for such similar Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

If the Contractor fails / delays in performance of any of the obligations, under the Contract /violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Client may approach the bank from which the Performance guarantee has been issued.

**xx. Termination for Insolvency:**

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

**xxi. Termination for Convenience:**

The Client may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the University. For the remaining Services, the Client may elect:

to have any portion thereof completed and delivered; and/or

to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit

**xxii. Force Majeure:**

Item cost will not be increased during Force Majeure. Only time extension will be granted in exceptional cases, by the University.

**xxiii. Dispute Resolution:**

The Client and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract / Letter of Acceptance.

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

**xxiv. Statutes and Regulations:**

- a. The Contract / Letter of Acceptance shall be governed by and interpreted in accordance with the laws of Pakistan and KPPRA/PPRA rules as amended from time to time and other applicable rules of the country.
- b. The Contractor shall, in all matters arising in the performance of the Contract/ Letter of Acceptance, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Client indemnified against all penalties and liability of any kind for breach of any of the same.
- c. The Courts at Abbottabad shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

**xxv. Taxes and Duties:**

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

**xxvi. Contract Cost:**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Client shall in no case be responsible / liable for those costs/ expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

**xxvii. The Client:**

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

**xxviii. Authorized Representative:**

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

**xxix. Training to Abbottabad University of Science & Technology (AUST) Havelian, Employees.**

Successful contractor will be bound to train the relevant employees of Abbottabad

University of Science & Technology (AUST) Havelian. The same is mandatory and will be deemed to be included in the bid price.

**xxx.** Acceptance of all goods and items covered in the contract will be subject to satisfactory inspection report of the committee, constituted for the purpose. Payment will be made only for the accepted items. Replacement of the unapproved items will be binding upon the contractor at his own cost and risk.

**xxxi.** Final due payment will be made after successful delivery, installation, commissioning, testing and inspection.

**SPECIAL STIPULATIONS**

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Bid Security (Earnest Money)	The Contractor shall furnish the Bid Security (earnest Money) as under: in the form of Call Deposit Receipt from schedule bank, in the name of the Treasurer; for a sum equivalent to 2% of the Quoted Cost; denominated in Pak Rupees; Have a minimum validity period of ninety days from the last date for submission of the Tender. A certificate should be enclosed in the technical proposal that bid security has been attached to financial proposal without showing the amount of bid security.
Completion Period	30 Calendar Days
Defect liability Period	365 Days from the effective date of taking over certificate.

Performance Security	Performance security @ 10% of the contract amount should be provided by successful bidder in shape of bank guarantee from schedule bank in favor of Project Coordinator and will be release after lapse of defect liability period i-e 365 Days from the effective date of taking over certificate.
Retention Money	10% of the Contract Price stated in Letter of Acceptance. The percentage of retention money is 10% of the gross amount of payment certificate and will be released after lapse of defect liability period. Extra retention as illustrated under clause iii of the general condition of contract i.e Retention money

<p>Liquidated damages for failure / delay in supply of Goods / Items by the Contractor</p>	<p>If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract/ Letter of Acceptance, the Client may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.10% of the total Contract Price which is attributable to such part of the Goods / Items, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the University, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.</p>
<p>Grievances Redressal/ Dispute</p>	<p>In case of any grievances of either parties during bidding or implementation stage, then in such case the matter will be forwarded to KPPRA under the grievances Redressal rules 2017. No other court of law forum will be approached for the said purpose.</p>