

SHUHADA-E-APS UNIVERSITY OF TECHNOLOGY, NOWSHERA



BIDDING DOCUMENTS

Ref. No: UOT/P&D/Proc/2022-23/CCTV

For

Supply, Installation and Commissioning of CCTV Surveillance System

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UNIVERSITY OF TECHNOLOGY NOWSHERA (SHUHADA-E-APS, UOT)

DIRECTORATE OF PLANNING & DEVELOPMENT

Ref. No: UOT/P&D/Proc/2022-23/CCTV

INVITATION FOR BIDS

University of Technology, Nowshera invites sealed bids along with 2% bid security of the total quoted price from reputed firms registered with Income Tax and Sales Tax departments, Government of Pakistan, who are on Active Taxpayers List (ATL) of FBR, for supply, installation and commissioning of **CCTV Surveillance System** on FOR Nowshera basis.

Bidding documents, containing detailed specifications of items and other terms and conditions, are available on payment of Rs. 2,000/- (non-refundable) from the Directorate of P&D, University of Technology, Nowshera as well as university website <http://uotnowshera.edu.pk>. Firms downloading tender document from university website will have to deposit an amount of Rs. 2,000/- in the account titled: VC, University of Technology, Nowshera, Account No. 3001160687, Branch Code: 0104, Bank of Khyber Nowshera Cantt as the tender document fee before the time of bid submission.

Sealed Technical and Financial proposals should be submitted in two separate envelopes placed and sealed in one big envelope (as per single stage – two envelopes bidding procedure) up to **Jan 31st, 2023 (Tuesday) till 11:00 A.M** in the Tender Box of University of Technology, Nowshera. Technical proposals will be opened on the same day i.e. **Jan 31st, 2023 (Tuesday) at 11:30 A.M** at Conference Room of the University, in the presence of bidders or their authorized representatives who would like to be present. The Financial proposals of technically qualified firms will be opened on a subsequent date, who are declared technically qualified for participation in the financial bid.

Pre-bid meeting of the prospective bidders will be held on **Jan 23rd, 2023 (Monday) at 11:00 A.M** in the University Conference Room.

Tenders received after due date and time will not be considered. The undersigned reserve the rights to accept or reject any bid as per KPPRA rules.

Deputy Director (P&D)

University of Technology, Nowshera
Ex-Adam Jee Paper & Board Mill Amangarh
Phone: 0923-560301, Ext: 105

INSTRUCTION TO BIDDERS

- A. The bidder must submit technical and financial proposals in two separate envelopes placed and sealed in one big envelope as per single stages - two envelopes bidding procedure.
- B. The outer sides of envelopes shall be clearly marked as “technical and financial proposals”, “technical proposal”, and “financial proposal”.
- C. The proposal shall be typed in New Times Roman with font size 12 and single spacing. Any handwritten part or full proposal (either technical or financial) shall be rejected and shall be in English.
- D. The proposals must contain a transmittal letter on the bidder’s letterhead, duly stamped by authorized representative.
- E. The envelopes should be on the name address and contact details of the addresses and the addressors.
- F. The proposal shall contain the copy of legislation with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.
- G. The proposal shall contain sales tax registration certificate.
- H. The proposal shall have complete work plan and delivery schedule.
- I. The bids shall be valid for a period of 90 days from the date of opening of bids. University of Technology, Nowshera may under exceptional circumstances request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.
- J. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
- K. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- L. The proposals should be in accordance with specifications and technical design.
- M. The bidders must submit their bids up to **Jan 31st, 2023 till 11: 00 A.M** in the Tender Box of University of Technology, Nowshera. Technical proposals will be opened on the same day i.e. **Jan 31st, 2023 at 11:30 A.M** at Conference Room of the University, in the presence of bidders or their authorized representatives who would like to be present. The Financial proposals of only those firms will be opened on a subsequent date, who are declared technically qualified for participation in the financial bid. The tenders received after due date and time will not be considered.
- N. The bidder shall submit an affidavit that it has never been blacklisted.

- O. The bidder shall also submit statement of any history of litigation or ongoing.
- P. The bidder will deposit bid security money with procuring entity equal to 2% of the total value of the contract along with the bid in the envelope containing Financial proposal. The bid security money so deposited shall be returned to the depositor after signing the contract.
- Q. The Bidder shall also submit an affidavit on stamp paper with the technical bid that *“the requisite Bid Security of 2% of the total bid has been placed separately in the respective sealed envelope of financial bid”*. In Affidavit, the amount of Bid Security may not be disclosed by any mean. In case of failure of submission of an affidavit for bid security with the technical bid, the bid shall be rejected by the procuring entity as non-responsive.
- R. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- S. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- T. Price must be quoted for all the items and for the entire quantity demanded as turnkey project. Price must be quoted in Pakistani rupees.
- U. The procuring entity will evaluate and compare the bids. The successful bidder would be determined on the basis of lowest price offered the entire lot meeting the specifications and other terms and conditions specified.
- V. Upon receipt of notification of award/purchase order from the procuring entity, the successful bidder shall furnish performance security of 10% of the total contract value. This bank guarantee should be from a scheduled bank.
- W. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- X. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).
- Y. Following is the qualification criteria:-
1. Certificates of registration/incorporation of firm or company.
 2. National Tax Number (NTN) with status of Active Taxpayer List
 3. Sales Tax Certificate with status of Active Taxpayer List
 4. Professional Tax Certificate, if any
 5. Original manufacturer or its authorized partner/dealer/distributor certificate.
 6. Financial health (Financial Audit Report, Bank Statement in the past 3 fiscal years).

7. Similar experience for at least 03 years
8. Shall provide on a stamp paper an Affidavit (of at least Rs.100) stating that “the proponent has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal / provincial governments.

Z. Details of the required items, technical specifications, quantities and special conditions of CCTV surveillance system are as under: -

ITEMS, TECHNICAL SPECIFICATIONS AND QUANTITIES

CCTV Surveillance system specification			
S. No.	ITEM	Description	Qty
1	Outdoor IP Bullet Camera	4 MP Fixed Bullet Network/IP Camera <ul style="list-style-type: none"> • 1/ 3” progressive CMOS sensor or above • Auto Focus, fixed lens • Max resolution (2688 × 1520@30fps) • H.265+/ H.264+ & MPEG dual-stream encoding or above • 120dB WDR • Behavior analyses(line crossing, motion detection, area detection, face detection, etc • BLC/3D DNR/ROI/HLC, Day/Night (ICR), AWB • Support on-board storage • Bit rate : up to 16 Mbps or above • Minimum 30 meter IR range • Power: 12 VDC or PoE • IP-67 rating or above • Should including mounting bracket & all fixing and mounting accessories. 	19

2	Indoor IP Bullet Camera	4 MP / 30M IR Fixed Network Camera <ul style="list-style-type: none"> • 1/3" CMOS • 2560 × 1440@20fps • fixed lens • H.265+ • Video Bit Rate : 32 Kbps to 8 Mbps • DWDR • Color: 0.028 Lux @ (F2.0, AGC ON) • BLC/HLC/3D DNR/ROI • IP67 • Should including mounting bracket & all fixing and mounting accessories. 	19
3	Outdoor IP Bullet Camera	4 MP Fixed Bullet Network/IP Camera <ul style="list-style-type: none"> • 1/ 3" progressive CMOS sensor or above • Auto Focus, fixed lens • Max resolution (2688 × 1520@30fps) • H.265+ / H.264+ & MPEG dual-stream encoding or above • 120dB WDR • Behavior analyses(line crossing, motion detection, area detection, face detection, etc BLC/3D DNR/ROI/HLC, Day/Night (ICR), AWB • Support on-board storage • Bit rate : up to 16 Mbps or above • Minimum 80 meter IR range • Power: 12 VDC or PoE • IP-67 rating or above • Should including mounting bracket & all fixing and mounting accessories. 	06
4	Mouse and Key Board	Logitech G102 or equivalent Logitech or equivalent Keyboard to use with NVR/PC	2
5	32 Channel NVR	Embedded Plug & Play 4K NVR <ul style="list-style-type: none"> • Third-party network cameras supported • Up to 6 Megapixels resolution recording • Support 2-ch HDMI, 1-ch VGA, HMDI at up to 4K(3840x2160) resolution • 32-ch network cameras can be connected with 320M incoming bandwidth • Up to 4 SATA interfaces with Up to 10TB capacity for each HDD. • 2 USB (1 USB3.0) • Trigger events (Recording, Alarm Out, PTZ, Tour, Video Push, Email, FTP, Snap Shot, Buzzer & Snap Tips) Embedded Server Supported • Support 2 HDDs 	2
6	16 Channel NVR	Embedded Plug & Play 4K NVR <ul style="list-style-type: none"> • Third-party network cameras supported • Up to 6 Megapixels resolution recording 	1

		<ul style="list-style-type: none"> • Support 2-ch HDMI, 1-ch VGA, HMDI at up to 4K(3840 × 2160) resolution • 16-ch network cameras can be connected with 160M incoming bandwidth • Up to 2 SATA interfaces with Up to 10TB capacity for each HDD. • 2 USB (1 USB3.0) • Trigger events (Recording, Alarm Out, Tour, Video Push, Email, FTP, Snap Shot, Buzzer & Snap Tips) Embedded Server Supported 	
7	Hard Disk	4TB Hard Disk – Surveillance	5
8	LED Screen 32"	32" 4K LED Screen / monitor for prolonged 24/7 operations, with all necessary accessories and materials, complete in all respects. USB Port, HDMI Port, FULL Optional With wall mount and Installation	3
9	Power Supply Switches	8 Port POE Giga Switch + 2ports combo. Support redundant dual DC Power, Single max PoE port power 30W & Total Power is 120W, DIN rail mounting.	10
10	Central Switch	16-Port 10/100/1000M gigabit Switch - 16 Port 10/100/1000 Mbps auto-negotiation RJ-45 ports. - IEEE 802.3, IEEE 802.3u, IEEE 802.3ab, IEEE 802.3x standards.	1
11	Network Rack	42U Data Cabinet Network Rack, With 12 Port Rack Mountable PDU, Cable Manager, Tags	1
12	Network Rack	2U Network rack for NVR, With 12 Port Rack Mountable PDU, Tags	1
13	Ethernet Cable	Type: Pure Copper 23AWG, GIGA speed, Capability: 1000m Data Carrier, 150m PoE Carrier allied accessories for installation / Meter (UL Listed cable & ISO Certificate) Cost per meter should be provided	Approx. 2000Meter
14	Fiber Optic Cable	Supply and installation of 2core Fiber Optic Cable with areal Laying and accessories / Meter	1700 Meter Approx.
15	Fiber Accessories	Branded media converter(pair) Gigabit 10/100/1000 04 port ODF 02 Core Fiber Splicing and Jointing with Service 03 Meter Fiber Patch card SC/SC	09
16	Branded PVC piping and ducting 1"	Size of 3/4" PVC Pipe or Flexible pipe along with all allied accessories 1" duct with fixing and installation Cost per unit quantity should be provided	As per actual requirement

17	UPS with battery (for control room)	2 KVA hybrid UPS with branded 200Amp Acidic Battery (27 plates) with installation and stand	1
18	Waterproof Box	Waterproof Electronic Enclosure Box 250mm x 200mm x 150mm(metal)	10
19	Power Cable (3/0.29mm)	Power Cable, 3/0.29 mm Pure Copper, Along with Installation and Allied Accessories (Pakistan cable or equivalent) Cost per meter should be provided	As per actual requirement
20	HDMI Cable	2.0V 5meter HDMI cable	03
21	USB Extension Cable	USB Extension Cable 3Meter	03
22	Power Socket/Extension Board	Power Socket/Extension Board	10
23	Rj45 Connector	<ul style="list-style-type: none"> • 15u inch gold plated contacts • Support 1000 Base-T Ethernet • Compliant With ROHS Standard • 8 pins × 8 conductors 	02 Boxes (100 Connectors per box)
24	Complete installation	IP CCTV Camera and Cabling electric wiring Installation, Testing, Commissioning, Staff Training, Delivery and Traveling, Programming and Handing Over of Complete System. Installation also included the fitting material & poles wherever required	Job
Note: 1. The quantity of above items can be increased or decreased in order to select an optimum option.			

Special Conditions for CCTV Surveillance system

- Inspection of site is mandatory for bidders in order to examine the site, its surroundings and to satisfy themselves before submitting their bids.
- The bidder/supplier should be an authorized business partner from the ORIGINAL EQUIPMENT MANUFACTURER (OEM), for the proposed hardware (Cameras, NVR, etc.) in Pakistan. A certificate to their effect should be included in the proposal.
- The bidder has to show the availability of technical staff (Certified by the OEM) of the Company/Firm reference to the quoted items i.e. Cameras, switches etc.
- A proper training for operation of the CCTV system installed has to be given to all the concerned UoT staff to enable them to operate the system.

- The comprehensive warranty must be provided for a period of 2 years by the bidder.
- Response time of the successful bidder in the context of warranted services at all days, 24 x 7, shall be 1 hour from the reporting of the fault. The same will be valid for all non-working hours and non-workings days of the University.
- The bidders must ensure the troubleshooting and service restoration through their technical experts in business hours. The maximum restoration time allowed shall be 12 hours.
- Installation of racks/cabinets, security boxes for PoEs, switches etc. should be ensured by the supplier.
- Proper structured cabling and power provisioning (PoE/220 AC) for each pole/site should be ensured.
- Necessary arrangement for protection of equipment from the extreme weather conditions, surges, etc. (if any) should be ensured.
- The cameras should work and withstand in wind, rainfall, hailstorm and other extreme weather conditions.

GENERAL CONDITIONS OF CONTRACT

A. LANGUAGE

All communications and documentations related to procurements shall be in English.

B. PLACE AND TIME OF DELIVERY

The Supplier/Vendor/bidder shall be required to supply, install and commission the goods at University of Technology, Old Adamjee Paper Mills, Amangarh, Nowshera within 60 days after execution of contract.

C. VARIATIONS / REPEAT ORDERS

The Procuring entity may during the execution of the Contract, by notice in writing direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPP Rules 2014.

D. INSPECTION of Goods on Delivery

The goods shall be inspected by the inspecting team of the Procuring entity for quality/quantity etc at the agreed location/warehouse of the Procuring entity before the goods are provided/supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the Items supplied material shall be carried out, at the cost of the supplier, in presence of his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

E. PACKAGING

Material/works/service Items should be packed suitably in appropriate wooden/ metallic boxes/ containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

F. PERFORMANCE BANK GUARANTEE

Successful bidders shall furnish a Performance Bank Guarantee of 10% of value of Purchase Order/Tender price/Contract on the proforma prescribed provided that the guarantee is issued by any of the approved Banks within 20 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance

If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

G. FORFEITURE OF PERFORMANCE/BANK GUARANTEE

The Performance / Bank Guarantee may be forfeited if the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract / Purchase Order.

H. PAYMENT CLAUSE

Payment shall be made on production of the following documents: -

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, Material Receiving Report No.____, and Acceptance Note No.____, with date, price/rate of each item.
- b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.

- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990.
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice).
- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Bank Account Number and Branch.
- h. Recovery of all applicable taxes at source should be made as per rules.
- i. Certificate from procuring entity stating Goods as per standard / professional requirement (format given below)

DETAIL OF STANDARDS (if applicable)

S. #	Meets best quality standards (5)	Meets acceptable quality standards (4)	Meets un acceptable quality standards (3)	Does not meet acceptable quality standards (2)
1.				
2.				
3.				
4.				

Delivery / Deliverable accepted since it meets acceptable / best quality standards (5/4)

(Assessment /Evaluation Officers)

Name and Designation

I. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the consultant.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Procuring entity and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the procuring entity, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, Procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

J. DISPUTES AND CONTROVERSIES / DISPUTE RESOLUTION

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPP Rules 2014.

If a bidder is not satisfied with the decision of the Committee, he may take recourse to the KPPRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will be final and binding on both the parties

K. INDEMNITY

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

L. SUB-LETTING CONTRACT

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled to cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

M. BRIBES, COMMISSION ETC.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer, servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject to cancellation of this contract and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases of cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

N. TERMINATION End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

Termination by the Client

The Client may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

Termination by the Supplier

The supplier may suspend the Agreement by a written notice of thirty (30) days only if the supplier does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty (30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances, the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

O. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

P. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPP Rules 2014.

Q. CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

R. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client: Deputy Director P&D, University of Technology, Old Adamjee Paper Mills, Amangarh, Nowshera.

To: The Supplier -----

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

SPECIAL TERMS AND CONDITIONS

Standard

1. The goods supplied must be capable of functioning properly under the climatic conditions of the area.
2. There shall be no deviation from specification and country of make as provided with each item. In case of any ambiguity in specification/ accessories needed for the full functioning of the equipment, the firm must clear it with the Procurement Committee. However, the decision of the Procurement Committee will be final.
3. The goods with standard accessories supplied under this tender shall confirm to the standard maintenance in the technical specification.

Training

1. The firm supplying the item/ equipment(s) will demonstrate the operation/ working of the supplied goods to the satisfaction of University and provide training. Suppliers are advised to provide details on formal training for covering all aspects.

Calibration of item/equipment

2. The supplier will install the good(s) in the presence and to the satisfaction of the Procurement Committee, if need be. In case of any defect in the supplied good(s) or if it is not in accordance with the desired specification(s), the goods will be changed at the cost of the supplier.

Warranty/ Guarantee

3. The Supplier will give comprehensive onsite warranty/ guarantee that the goods/ stores/ articles would continue to conform to the description and quality as specified for a period of at least One(01) year from the date of delivery, installation and commissioning of the said goods/ stores/ articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods/ stores/ article, if during the aforesaid period, the said goods/ stores/ articles, be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Procurement Committee in that context will be final and conclusive), the University will be entitled to reject the said goods/ stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/ articles/ stores will be at the supplier's risk and all the provisions relating to rejection of goods etc. shall apply.
4. The Supplier shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Procurement Committee, otherwise the supplier shall pay such damage as may arise by the reason of the breach of the condition herein

contained. Nothing herein contained shall prejudice any other right of the Procurement Committee in that behalf under this contract or otherwise.

The Supplier shall also replace equipment, in case it is found defective which cannot be put to operation due to manufacturing defect, etc. In case of equipment specified by the Procurement Committee, the supplier shall be responsible from carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The supplier shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of equipment whether under their annual maintenance and repairs contract or otherwise. In case of change of model, supplier will give sufficient notice to the Procurement Committee who may like to purchase spare parts from them to maintain the equipment in perfect condition.

BID FORMS

1. LETTER OF BID FOR TECHNICAL PROPOSAL

(To be furnished with technical proposal)

Date: _____

Procurement Ref. No: _____

To:

The Deputy Director P&D
University of Technology, Nowshera

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the electrical and electronics items in conformity with the said bidding documents for the sum of _____ *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Price Break-down schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods within _____ days from date of award of contract.

We agree to abide by this Bid for the Bid Validity Period specified in the bidding documents and it shall remain binding upon 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 written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per bidding documents.

Dated this _____ day of _____ 2022

[signature]

[in the capacity of]
Duly authorized to sign Bid for and on behalf of ____

2. BILL OF QUANTITIES OF ITEMS WITH SPECIFICATIONS

Name of Bidder _____. Procurement Reference Number _____.

1	2	3	4	5	6
Item No	Description	Country of origin	Quantity	Original Equipment Manufacturer	Model Number

3. POWER OF ATTORNEY
(To be given by Owner/CEO of the firm)

KNOW ALL MEN BY THESE PRESENTS, that **(Name of Bidder)**, a corporation duly organized and existing under the laws of _____, with its principal place of business at **(Address of Bidder)**, does hereby constitute, designate and appoint **(Name and Designation of Representative of the Bidder)**, whose specimen signature is shown below, as our true and lawful attorney-in-fact, in our name, place and stead, with full powers of substitution and revocation, to sign and submit the tender documents and all documents related to the Bid invited on _____, 2017 by University of Engineering & Technology, Peshawar, and to do any and all acts and deeds as the said attorney-in-fact may deem requisite, necessary or proper to be done in connection therewith, all in our name and on our behalf hereby ratifying and confirming all that the said attorney-in-fact shall do pursuant to the power hereunder granted.

This Power of Attorney has been drawn up in the city of _____, on this _____ the day of _____, 2022 and shall remain in full force and effect until our further notice.

Specimen Signature of Representative

(Rank or Position of Representative)

Signatures of Owner/CEO _____

Name of Owner/CEO _____

CNIC No of Owner/CEO _____

4. REFERENCE LIST OF SIMILAR SUPPLY IN PAKISTAN

Name of Procuring entity/ Institution	Purchase order No. and date	Description of order	Value of order	Date of completion

5. BANK GUARANTEE FORM IN RESPECT OF BID SECURITY

(to be furnished on non-judicial stamp paper of appropriate value)

The Deputy Director P&D,
University of Technology,
Old Adamjee Paper Mills,
Amangarh, Nowshera

1. M/s _____ through their agent _____ (hereinafter called the supplier) are submitting their offer against your tender enquiry No. _____ for _____ due on _____ and have requested us to issue a bank guarantee for _____ in your favor as bid security to ensure their compliance with conditions of the tender.

2. The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity's first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.

3. Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.

4. This guarantee is valid up to three months from date of opening of tender. In case the tenderers / bidders _____ are awarded a contract for supply of goods / works / services as per tender enquiry / letter / RFP quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity's format.

5. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you

6. Our liability hereunder is limited to

NAME OF THE BANK _____
WITH ADDRESS _____
AUTHORISED OFFICER OF THE BANK _____

6. LETTER OF BID FOR FINANCIAL PROPOSAL

(To be furnished with financial proposal)

Date: _____

Procurement Ref. No: _____

To:

The Deputy Director P&D,
University of Technology, Nowshera

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the electrical and electronics items in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the goods within _____ days from date of award of contract.

We agree to abide by this Bid for the Bid Validity Period specified in the bidding documents and it shall remain binding upon 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 written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We certify/confirm that we comply with the eligibility requirements as per bidding documents.

Dated this _____ day of _____ 2022

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of ____

7. PRICE BREAKDOWN SCHEDULE

S No	Specifications	Qty	Unit Price	Total Price on FOR basis (inclusive of all taxes)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
Grand Total				

We offer to supply, install and commission the abovementioned goods(s), in accordance with the terms and conditions stated in your Request for Quotations referenced above.

The validity period of our quotation is: _____ days from the time and date of the submission deadline.

We confirm that the prices quoted above are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

Quotation Authorised By:

Signature: _____

Name: _____

Position: _____

Date: _____

CNIC No: _____

Authorised for and on behalf of: _____ (DD/MM/YY)

Company: _____

Address: _____

OFFICE SEAL

**8. PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF
PURCHASE ORDER / CONTRACT AGREEMENT**

(to be furnished on non-judicial stamp paper of appropriate value)

WHEREAS University of Technology, Nowshera having its registered office at old Adamjee Paper Mills, Amangarh, Nowshera, by an agreement made between _____ (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract) vide P.O. No. _____ dated _____ for the supply, installation and commissioning of CCTV surveillance system specified in the said Purchase Order / contract agreement.

AND WHEREAS in accordance with the provisions of clause _____ of the Contract/Purchase Order, the supplier is required to furnish a bank guarantee for the due performance and observance of all the terms provisions and stipulations of the Contract/Purchase Order by the service provider and the service provider has requested Bank Limited to issue the said guarantee for an amount of Rupees _____ (Rs. _____) equivalent to <specify %> of the total value shown in the purchase order.

In consideration of the premises we _____ Bank Limited _____ hereby guarantee irrevocably and unconditionally forthwith to pay to the procuring entity without reference to the service provider on the first demand of the procuring entity in writing stating that the service provider has committed a default under the Contract/Purchase order without any further statement of the particulars of such default and notwithstanding any contestation by the supplier an amount not exceeding Rupees _____

And we _____ Bank Limited hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the procuring entity under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of procuring entity shall in any way release this Bank from any liability under this guarantee.

The validity of this guarantee shall expire after _____ days on _____ of the completion of delivery of supplies to the procuring entity by the supplier in conformity with the provisions of the Contract/Purchase Order. After its expiry, the procuring entity shall return this guarantee to the Supplier for cancellation by this bank.

NAME OF BANK
WITH ADDRESS
AUTHORISED OFFICER OF THE BANK

9. CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 2023 between University of Technology, Nowshera (hereinafter called “the Purchaser”) of the one part and [name of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., procurement of CCTV surveillance system and has accepted a bid by the Supplier for the supply, installation and commissioning of those goods and services in the sum of [contract price in words and figures] (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 Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Price Schedule submitted by the Bidder;
- (b) the Technical Specifications;
- (c) the Special Conditions for CCTV surveillance system;
- (d) the General and Special Conditions of Contract;
- (e) the Purchaser’s Purchase Order/Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signature: _____ Name: _____ Designation: _____ CNIC No: _____ Date: _____	Signature: _____ Name: _____ Designation: _____ CNIC No: _____ Date: _____
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Seal: _____ (for the procuring entity)	Seal: _____ (for the Supplier)
Witness for procuring entity: _____	Witness for Supplier: _____