

**Balochistan University of Information Technology, Engineering &
Management Sciences. Quetta (BUIITEMS)**

TENDER DOCUMENTS

IBF No:	TS548909E
Tender Subject:	Fleet Management System (Tracking Services) of the Balochistan University of Information Technology, Engineering & Management Sciences, BUIITEMS, Quetta
Procurement Procedure & Method:	Single Stage Two Envelope
Bid Opening Venue:	Meeting Room, Jinnah Hall
Last Date & time for submission of bid documents	17th October 2024 till 3:00pm
Opening of Bid Documents (Technical)	17th October 2024 at 3:30pm, Jinnah Hall BUIITEMS

Tender Issued to M/s:

Directorate of Procurement, BUIITEMS
Airport Road, Quetta
Phone# +92 (81) 289991
UAN# +92 (81) 111-717-111
Ext# 602
Web: <https://www.buitms.edu.pk>
Email: procurements@buitms.edu.pk

Section I. Invitation to Bid

BUIITEMS, Quetta 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 the Active Taxpayers List (ATL) of FBR, for vehicle tracking service for monitoring of vehicles.

Bidding documents containing detailed specifications of items and other terms and conditions are available on payment of Rs. 1,000/- (non-refundable) from the Directorate of Procurement, BUIITEMS, in the shape of a pay order/ demand draft./

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 **17th October 2024 till 3:00 pm at the Directorate of Procurement, BUIITEMS**. Technical proposals will be opened on the same date **17th October 2024 at 3:30 pm** in the Meeting Room of the Jinnah Hall, BUIITEMS, in the presence of bidders or their authorized representatives who would like to be present. The financial proposals of only those firms declared technically qualified for participation in the financial bid will be opened later.

In case the bid opening date falls on a public holiday, the bid will be opened on the next working day at the same time and venue.

This advertisement is also available on the PPRA website: www.ppra.org.pk and on the BUIITEMS website: <https://www.buitms.edu.pk>

Tenders received after the due date and time will not be considered.

Director (Procurement)
BUIITEMS, Quetta

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Section II. Instructions to Bidders (ITB)

A. Introduction

- 1 **Source of Funds**
 - 1.1 Source of funds is referred to the Bid Data Sheet
- 2 **Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all suppliers from eligible sources as defined in the PPRA rules and its Bidding Documents except as provided hereinafter. The Bidder must be/have:
 - i. Active Income and Sales Taxpayer available on ATL.
 - ii. Record of taxes deposited in last two years/audited financial report.
 - iii. Company Profile.
 - iv. Bank statement for the last two years.
 - v. List of Relevant /Similar services/supplies provided in the last three years.
 - vi. Quality Certification(s) – where required.
 - vii. Undertaking on judicial stamp paper that 2 % Bid security is attached with the financial proposal.
 - viii. Relevant Licenses as per the Bid Data Sheet.
 - ix. non-blacklisting record certificate on Judicial stamp paper.
 - 2.2 Bidders should not be directly associated with or have been associated in the past. Or indirectly, with a firm or any of its affiliates in which the Procuring agency has engaged to provide consulting services to prepare the design, specifications, and other documents to procure the goods to be purchased under this Invitation for Bids.
 - 2.3 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the PPRA rules.

3 Eligible Goods and Services

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations, and its Tender Documents and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that are substantially different in basic characteristics or purpose or utility from its components.

4 Cost of Tender

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the **Bid Data Sheet**, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

5 Content of Tender Documents

- 5.1 The goods required, tender procedures, and contract terms and conditions are prescribed in the tender documents. The tender documents include:
 - i. Invitation to Bidders

- ii. Instructions to Bidders (ITB)
- iii. Bid Data Sheet
- iv. Scope of Work and Schedule of Requirements
- v. Special Standard Forms for Single Stage Two Envelopes
- vi. General Conditions of Contract (GCC)
- vii. Conditions of Contract (SCC)
- viii. Contract Forms
- ix. Annexures

The Bidder must examine all tender documents' instructions, forms, terms, and specifications. Failure to furnish all information required by the tender documents or to submit a bid not substantially responsive to the tender documents in every respect will be at the Bidder's risk. It may result in the rejection of its bid.

6 Clarification of Tender Documents

- 6.1 An interested prospective Bidder requiring any clarification of the tender documents may notify the Purchaser in writing at the Purchaser's address indicated in the **Bid Data Sheet**. The Purchaser will respond in writing to any request to clarify the tender documents it receives before the deadline for submitting bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query without identifying the source of inquiry) will be sent to all interested bidders who have received the tender documents.

7 Amendment of Tender Documents

- 7.1 At any time before the deadline for submission of bids, the Purchaser, for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder, may modify the tender documents by amendment.
- 7.2 All prospective bidders who have received the tender documents will be notified of the amendment in writing or by cable, which will be binding on them.
- 7.3 To allow prospective bidders reasonable time to consider the amendment in preparing their bids, the Purchaser, at its discretion, may extend the deadline for submitting bids.

C. Preparation of Bids

8 Language of Bid

- 8.1 The bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet**, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9 Documents Constituting the Bid

- 9.1 The bid prepared and submitted in two separate envelopes by the Bidder shall comprise the following components each: -

Technical Bid

- I. Bidder Information Form
- II. Letter of Bid – Technical Proposal
- III. Affidavit for Bidder's Blacklisting Status
- IV. Reference list of similar installations and services

Financial Bid

- I. Price Breakdown Schedule
- II. Letter of Bid – Financial Proposal

10 Bid Form

- 10.1 The Bidder shall complete the Bid Form, and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

11 Bid Prices

- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price the Goods proposes to supply, install, commission, test, and train under the contract.
- 11.2 The prices shall be offered in PKR for DDP BUITEMS, Quetta. The price must be written without errors, in figures and words, for the total price.
- 11.3 The prices shall be offered in PKR for DDP BUITEMS, Quetta. The price must be written without errors, in figures and words, for the total price.
- 11.4 Prices quoted by the Bidder shall be fixed during the Bidder's contract performance and not subject to variation on any account unless otherwise specified in the Tender Documents. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 11.5 In case the stores manufactured/available in Pakistan without involving import by the University, the quoted price shall include all charges for packing, marking, handling, installation, putting into operation, training and demonstration of the equipment working in the purchaser's premises.

12 Bid Currencies

- 12.1 Prices may be quoted in PKR with shipment delivered to BUITEMS, Quetta premises.

13 Documents Establishing Bidder's Eligibility and Qualification

- 13.1 The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- 13.2.2 that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Original Equipment Manufacturer or producer to supply the goods in the Purchaser's country.
- 13.2.3 that the Bidder has the financial and technical capability necessary to perform the contract;
- 13.2.4 that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Bidder's installation, commissioning, training, repair, and maintenance obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- 13.2.5 that the Bidder meets the qualification criteria listed in the **Bid Data Sheet**.

14 Documents Establishing Goods' Eligibility and Conformity to Tender Documents

- 14.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the tender documents of all goods and services that the Bidder proposes to supply, install, and commission under the contract.

- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings, and data and shall consist of:
 - 14.3.1 detailed description of the essential technical and performance characteristics of the goods
 - 14.3.2 a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following the commencement of the use of the goods by the Procuring agency; and
 - 14.3.3 an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid provided it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15 Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish a bid security in the amount specified in the Bid Data Sheet as part of its financial bid. The Bidder shall 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 sealed envelope of financial bid"***. *The amount of Bid Security is not to be disclosed in the Affidavit.* In case of failure to submit an affidavit for bid security with the technical bid, his bid shall be rejected by the Purchaser as non-responsive.
- 15.2 The bid security is required to protect the Purchaser against the risk of the Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be in Pak Rupees and shall be in one of the following forms:
 - 15.3.1 a guarantee issued by a reputable financial institution (as defined in PPRA Procurement Rules, amended up to date) located in the Purchaser's country, in the form provided in the tender documents or another form acceptable to the Purchaser and valid for one hundred and twenty days (120) days beyond the validity of the bid; or
 - 15.3.2 Irrevocable cashable on-demand Bank call deposit.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.2 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24
- 15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the bid validity period prescribed by the Purchaser pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 33, and furnishing the performance security, pursuant to ITB Clause 34.
- 15.7 The bid security may be forfeited:
 - 15.7.1 if a **Bidder**:
 - 15.7.1.1 withdraws its bid during the period of bid validity specified by the bidder on the bid form or
 - 15.7.1.2 does not accept the correction of errors pursuant to ITB Clause 24.2
 - 15.7.2 in the case of a **successful Bidder**, if the Bidder fails:
 - 15.7.2.1 to sign the contract in accordance with ITB Clause 33; **or**
 - 15.7.2.2 to furnish performance security in accordance with ITB Clause 33.

16 Period of Validity of Bids

- 16.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the validity period. The request and the responses to it shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the tender documents.

17 Format and Signing of Bid

- 17.1 The Bidder shall prepare a bid which shall be typed or written on the company/firm's letterhead in indelible ink and signed and stamped by the Bidder or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initiated by the bidder or persons signing the bid.
- 17.2 Any interlineations, erasures, or overwriting shall be valid only if initiated by the person or persons signing the bid.
- 17.3 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18 Sealing and Marking of Bids

- 18.1 The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain the financial and technical proposals separately; the envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The bid so prepared shall be sealed and submitted to the office of the DD (Procurement), BUITEMS, Quetta, in accordance with instructions given in the invitation for bids;
- 18.2 The envelope shall bear the Invitation for Bids title and Reference Number and a statement: "DO NOT OPEN BEFORE 3:30 PM, Dated:19th February 2024."

19 Deadline for Submission of Bids

- 19.1 The Purchaser must receive bids at the address specified under ITB Clause 18.1 no later than the time and date specified in the **Bid Data Sheet**.
- 19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the tender documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20 Late Bids

- 20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be returned unopened to the Bidder.

21 Modification and Withdrawal of Bids

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn between the deadline for submission of bids and the expiration of the bid validity period specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.6.

E. Opening & Evaluation of Bids

22 Opening of Bids by the Purchaser

- 22.1 In case of Single Stage Two Envelope Procedure, the Procuring Agency will open only the technical bids of all the bidders in the presence of bidders' representatives who choose to attend at the time, on the date, and at the place specified in the Bid Data Sheet. The present bidders' representatives shall sign a register evidencing their attendance. The Financial Proposals will remain unopened and will be held in the custody of the Procuring Agency until the specified time of their opening.
- 22.2 The bidders' names, bid modifications or withdrawals, and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 22.4 The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum, the name of the Bidder and whether or not there is a withdrawal, substitution, or modification, the Bid price if applicable, including any discounts and alternative offers, and the presence or absence of a Bid Security or Bid Securing Declaration.
- 22.5 In the case of the Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of the technical proposal, the procuring agency shall, at a time within the bid validity period, open the financial proposals of the technically accepted bids only publicly. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.

23 Clarification of Bids

- 23.1 During the evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder to clarify its bid. The request for clarification and the response shall be in writing or electronic form, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 23.2 From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of the communication.

24 Evaluation Criteria

- 24.1 Evaluation of the bids (both Technical and financial) will be conducted in accordance with **Annexure A**

25 Contacting the Purchaser

- 25.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.
- 25.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

26 **Confidentiality**

- 26.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

27 **Correctness of Errors**

- 27.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
- 27.1.1 if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected unless in the opinion of the Procuring Agency, there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
- 27.1.2 if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and
- 27.1.3 where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- 27.1.4 Where there is a discrepancy between the total price schedule and the amount mentioned on the Form of Bid, the amount referred to in the price schedule shall be treated as correct subject to the elimination of other errors.
- 27.2 The Procuring Agency will adjust the amount stated in the Bid per the above procedure for correcting errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. Suppose the Bidder does not accept the corrected amount. In that case, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 18.9.

F. Award of Contract

28 **Post- qualification**

- 28.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the Least Cost Selection (item wise) and qualified to perform the contract satisfactorily in accordance with the criteria listed in ITB Clause 13.3.
- 28.2 The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.
- 28.3 An affirmative determination will be a prerequisite for awarding the contract to the Bidder. A negative determination will result in the rejection of the Bidder's bid. In that event, the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

29 **Award Criteria**

- 29.1 Subject to ITB Clause 29, the Purchaser will award the contract to the **Least Cost Selection** qualified as per ITB Clause 24, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

30 **Purchaser's Right to Vary Quantities**

- 30.1 The Purchaser reserves the right to accept or reject any bid to annul the tender process and reject all bids at any time prior to the contract award without thereby incurring any liability to the affected Bidder or bidders.

31 Purchaser's Right to Accept or Reject Any Bid

31.1 The Purchaser reserves the right to accept or reject any or all bids and to annul the tender process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

32 Notification of Award

32.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter, to be confirmed in writing by registered letter, that its bid has been accepted.

32.2 The notification of award/supply order will constitute the formation of the Contract.

32.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 32, the Purchaser will promptly notify the winning Bidder's name to each unsuccessful bidder and will discharge its bid security, pursuant to ITB Clause 15.

32.4 If, after award notification, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful bidder.

33 Signing of Contract

33.1 When the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract form provided in the tender documents, incorporating all agreements between the parties.

33.2 Within ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

33.3 The contractual agreement will be effective for the duration specified in the Bid Data Sheet.

34 Performance Security

34.1 Within ten (10) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Purchaser.

34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33.2 or ITB Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest bidder or call for new bids.

35 Corrupt or Fraudulent Practices

35.1 BUITEMS requires that Bidders/ Suppliers/ Contractors under contract observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BUITEMS defines for this provision the terms set forth below as follows:

35.1.1 "corrupt practice" means the offering, giving, receiving, or soliciting of anything goes for value to influence the action of a public official in the procurement process or contract execution and

35.1.2 "fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Bidders (before or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

35.2 will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

35.3 will declare a firm ineligible, either indefinitely or for a stated period, to be awarded a BUITEMS contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the BUITEMS contract.

36 Integrity Pact

36.1 The Bidder shall sign and stamp the Integrity Pact provided at Form -7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees 10 million. Failure to such an Integrity Pact shall make the bidder non-responsive.

G. Grievance Redressal

37 Constitution of Grievance Redressal Committee

37.1 The Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of the Procurement Evaluation Committee. The committee must have one subject specialist, depending on the nature of the procurement.

38 GRC Procedure

- 38.1 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to the provision of the Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
- 38.2 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days after the announcement of the technical evaluation report and five days after the issuance of the final evaluation report.
- 38.3 In case the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
- 38.4 In case the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on the technical evaluation of the report:
Provided that the complainant may raise the objection on any part of the final evaluation report in case a single stage one envelops bidding procedure is adopted.
- 38.5 The GRC, in both cases, shall investigate and decide upon the complaint within ten days of its receipt.
- 38.6 Any bidder or the procuring agency not satisfied with the decision of the GRC may file an Appeal before the Appellate Committee of the Authority on the prescribed format after depositing the prescribed fee.
- 38.7 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respects, shall serve notices in writing upon all the parties to appeal.
- 38.8 The committee shall call the record from the concerned procuring agency or the GRC, as the case may be, and the same shall be provided within the prescribed time.
- 38.9 The committee may, after examining the relevant record and hearing all the concerned parties, decide the complaint within fifteen (15) days of receipt of the Appeal.
- 38.10 The Committee's decision shall be in writing and shall be signed by the Head and each Member of the Committee. The committee's decision shall be final.

Section III. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). The provisions herein shall prevail over those in ITB during a conflict.

Introduction	
ITB 1.1	Name of Funding Agency: Balochistan University of Information Technology, Engineering & Management Sciences. (BUIITEMS) Quetta.
ITB 1.1	Name of Procuring Agency: Balochistan University of Information Technology, Engineering & Management Sciences. (BUIITEMS) Quetta.
ITB 1.1	Tender Subject: Fleet Management System (Tracking Services) of the Balochistan University of Information Technology, Engineering & Management Sciences, BUIITEMS, Quetta
ITB 2.1	License Required Pakistan Telecommunication Authority (PTA) valid License
ITB 6	Purchaser's Address, Telephone, Telex, and Facsimile. Directorate of Procurement Address: Balochistan University of Information Technology, Engineering and Management Sciences (BUIITEMS) Airport Road, Baleli, Quetta. Phone# +92 (81) 289991 UAN# +92 (81) 111-717-111 Ext# 602/686 E-mail: procurements@buitms.edu.pk
ITB 8	Language of the Bid. English
BID Price and Currency	
ITB 11.2	Bid Prices The prices shall be offered in PKR with shipment delivered to BUIITEMS, Quetta Premises. (DDP basis)
ITB 11.3/11.4	Prices shall be quoted for all the items or any item/equipment item-wise. Conditional offers shall be considered as non-responsive.
ITB 11.6	The prices quoted by the Bidder shall be fixed during the Bidder's contract performance and not subject to variation on any account.
ITB 12	Bid Currencies. Prices shall be quoted in PKR for with shipment delivered to BUIITEMS, Quetta

Preparation and Submission of Bids	
ITB 15.1	Amount of Bid Security. As part of its financial bid, the Bidder shall furnish a bid security of two percent of the total price of the quoted bid.
ITB 16.1	Bid Validity Period. Bids shall remain valid for 90 days after the date of the bid's submission prescribed by the Purchaser, pursuant to ITB Clause 19. The Purchaser shall reject a bid valid for a shorter period as nonresponsive.
ITB 16.2	Extension of the Period of Validity: In exceptional circumstances, the Purchaser may solicit the Bidder's consent to extend the validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
ITB 18.1	Address for Bid Submission. Directorate of Procurement, Jinnah Hall Address: Balochistan University of Information Technology, Engineering and Management Sciences (BUIITEMS) Airport Road, Baleli, Quetta.
ITB 19.1	Deadline for bid submission. 17th October 2024 till 3:00pm
ITB 22.1	Time, Date, and Place for Bid Opening. 17th October 2024 at 3:30pm
Bid Evaluation	
ITB 24	The successful bidder will be determined through the single-stage two-envelope procedure based on least-cost selection among the technically qualified bidders, provided that the bid meets the specifications. and complies with the other terms and conditions outlined in ITB 24.
Contract Award	
ITB 30	The percentage for Quantity Increase or Decrease: The Purchaser reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without changing unit price or other terms and conditions.
ITB 33.3	The successful bidder shall be responsible for the delivery of all services provided within the contract on the basis of a fixed price agreement set at the beginning of the contract. The contract would be for a Five-year period from the date of commencement of the contract subject to satisfactory performance; it may be extended for a further two years on the same terms, depending upon performance and quality of work.
Performance Security	
ITB 33	Within thirty (10) days of receiving notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance

	<p>with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Purchaser.</p> <p>The successful bidder shall provide 10% of the cost of the contract as performance security on the mentioned formula: Quoted Price per year* Number of vehicles = Value of contract per Year.</p> <p>The validity of performance security shall be equivalent to the lifespan of this contract agreement.</p> <p>On the extension of the contract agreement (if materialized), the successful bidder shall also extend the validity of performance security for the period extended.</p>
Delivery	
GCC 10 (SCC6)	The installation of the trackers must be completed within 30 days after the purchase order issuance. This agreement will be valid for 24 months initially and extendable for a further two tenures comprising 24 months each, subject to mutual consent and satisfaction of the BUYER after completion of each contract period.
Training	
GCC 13(e)	The successful Bidder shall arrange the Purchaser's personnel training at the Purchaser's premises.
Warranty	
GCC 15	The warranty shall remain valid for the contract period as per the agreement.
Liquidated Damages	
GCC 23 (SCC 13)	<p>Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.</p> <p>Liquidity damages @ 0.05 per day up to 10% of the contract value shall be deducted for delayed services or breach of contract.</p>

Section IV. Scope of Work and Schedule of Requirements, Technical Specifications

Balochistan University of Information Technology, Engineering & Management Science (BUIITEMS) intends to acquire Vehicle Tracking Services to monitor vehicles using the latest technology Vehicle Tracking System and Fleet Management System, with the features/requirements/scope given below. Please note that the BUIITEMS would not procure any hardware, software, or equipment. Therefore, the successful bidder shall bear all the costs related to the procurement of the hardware equipment.

1. Services

- Assistance in Theft Cases
- Battery tamper Alert
- Remote immobilization and activation
- 24/7 control room monitoring
- Mileage status/Fuel Saving
- On-call location
- Remote Polling
- Web Link for online monitoring
- Mobile App for online monitoring (multiple users)
- Geo-fencing call (multiple boundaries)
- Live Google Earth view
- Parking protection
- Enabling/Disabling Immobilizer Remotely
- Integrated with Google Maps
- Alarms Notification via Calls.

2. Reporting

- Daily travel mileage (in kilometers) per vehicle.
- Daily travel assigned track (in kilometers) per vehicle.
- Daily Dead Mileage (in kilometers) per vehicle.
- Daily fuel consumption per vehicle.
- Operation Reports for department review and office records weekly, monthly, and yearly.
- Complete data access to the procuring agency over Internet.
- Other important parameters as mentioned in Requirement / Specification.
- Calculating total Distance Covered from home position (reports can be exported in Excel and PDF format.)
- Reports on fuel usage “Based on average mileage of the vehicle.
- Any other – on-demand report (s)

3. Number of Vehicles & Machinery for which the Tracking Services are required.

Sr. #	Detail of Vehicle & Equipment /Machinery	Qty
1	Heavy Vehicle	30
2	Machinery /Generators	10
3	Light Vehicles (vans + Cars)	18
Total		58

Section V. Standard Forms for Single Stage Two Envelops

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the tender documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 15.3.

Standard Forms

Sr. No.	Form No.	Description	Proposal Part
1.	T1	Bidder Information Form	Technical Proposal
2.	T2	Letter of Bid – Technical Proposal	Technical Proposal
3.	T3	Affidavit for Bidder’s Blacklisting Status	Technical Proposal
4.	T4	Reference list of similar installations	Technical Proposal
5.	T5	Deliverables	Technical Proposal
6.	F1	Price Breakdown Schedule	Financial Proposal
7.	F2	Letter of Bid – Financial Proposal	Financial Proposal
8.	F3	Bid Security Form	Financial Proposal

TECHNICAL PROPOSAL FORMS**T.1 Bidder Information Form**

Firms' Information	
Name of Firm/ Company	
Complete Postal Address	
Registration with Sale Tax (Copy to be attached)	
National Tax Number (NTN)	
Number of Full-Time Employees	
Number of Full-Time Sales Rep	
Capital cash/revolving fund	
Phone Number	
Contact Person/ Designation	
Mobile Number	
E-Mail Address	
Fax Number	
Type of Organization	
Place of Incorporation/ Registration	
Year of Incorporation /Registration	
Validity	

- Please also attach the Certificate supporting being an Active Taxpayer as per the requirement of FBR.

We hereby certify to the best of our knowledge that the foregoing statements are true and correct, all available information and data have been supplied, and that we agree to show documentary proof thereon upon your request.

Date
Name & Address of the Original Equipment Manufacturer
(Signature) (In the Capacity of)

T.2 Letter Of Bid (Bid Form)
(To be submitted with technical bids)

IBF No: _____

To:

Director (Procurement),
BUIITEMS, Quetta

Having examined the tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver, and test in conformity with the said tender documents.

If our bid is accepted, we will install the vehicle trackers with the provision of required services in conformity with the tender documents.

If our bid is accepted, we undertake to provide performance security in the form, in the amounts, and within the times specified in the Tender Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet, and it shall remain binding upon us. It may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

T. 3 Affidavit For Bidder's Blacklisting Status

(Required on non-judicial stamp paper Rs. 100. No alterations to its format shall be permitted, and no substitutions shall be accepted.)

IFB No:
Title:
Bidder:

Affidavit for Bidder's Blocklisting Status

I/We hereby confirm and declare that I/We, [*insert Bidder name*], has/have not been declared in-eligible or debarred, blacklisted/sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan or fraudulent practices, or no failure to perform with BUITEMS.

Seal & Signature of Bidder:

Date:

T.4 REFERENCE LIST OF SIMILAR INSTALLATIONS

Name of Clients	Purchase order No. and date	Description of order	Value of order	Year of completion

Note: This should be on the Bidder's letterhead and signed by a duly authorized person.

T. 5 Deliverables**(Part of Technical Bid Envelope)**

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver the following services in conformity with the below-mentioned requirements.

S. No	Description	Response	
		Yes	No
1	Services Required		
A	Assistance in theft case		
B	Battery tamper SMS		
C	Remote immobilization and activation		
D	7 /24 control room monitoring		
E	Mileage status		
F	On call location		
G	Web Link for online monitoring		
H	Mobile App for online monitoring		
I	Geo-Fencing		
J	Live Google Earth view		
K	Enabling/Disabling Immobilizer Remotely		
L	Integrated with Google Maps		
M	Alarms Notification via SMS, Calls, Email		
2	Reports Required		
A	Daily travel mileage (in kilometers) per vehicle		
B	Daily travel assigned track (in kilometers) per vehicle.		
C	Daily Dead Mileage (in kilometers) per vehicle		
D	Daily fuel consumption per vehicle.		
E	Operation Reports for department review and office record on a weekly, monthly, and yearly basis.		
F	Complete data access to the procuring agency over the Internet.		
G	Calculation of total Distance Covered from home position (reports can be exported in excel and pdf format.)		
H	Reports on fuel usage “Based on average mileage of vehicle		
I	Any other – on-demand report (s)		

Date:

Authorized Signature & Stamp

FINANCIAL PROPOSAL FORMS

F.1 LETTER OF BID (BID FORM)

IBF No:

Title:

To:

Director (Procurement)

BUIITEMS, Quetta

Dear Sir,

Having examined the tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver services in conformity with the said tender documents for the sum of [*total bid amount in words and figures*] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to supply and deliver services in conformity with the said tender documents.

If our bid is accepted, we undertake to provide performance security in the form, in the amounts, and within the times specified in the Tender Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet, and it shall remain binding upon us. It may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, 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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

F.2 PRICE BREAKDOWN SCHEDULE
(Must be filled on Bidders letterhead)

IFB No:

Title:

Sr. #	Detail of Vehicle & Equipment /Machinery	Qty	Specification/ Brand Equivalent	Installation cost of tracker (per unit) if any	Annual Service charges (per unit)	BST on services	Total Amount
1	Heavy Vehicle & Equipment (Buses)						
2	Machinery /Generators						
3	Light Vehicles (cars & vans)						
Total Amount							

Final Quoted Price: (in figures) _____ (in words) _____

Signature of Bidder
Stamp
Date

Note:

In case of a discrepancy between the unit price and the total, the unit price shall prevail.

Final quoted rates shall be inclusive of all applicable taxes,

No other charges would be payable by BUITEMS.

The evaluation will be done per the least cost selection method.

Overwriting, cutting, use of fluid, etc., are not allowed, which may lead to the bid's cancellation.

Incomplete or semi-filled bids shall be treated as non-responsive.

Section VI. General Conditions of Contract (GCC)

1. Definitions	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <p>a. “The Contract” means the agreement between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices and all documents incorporated by reference therein.</p> <p>b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>c. “The Goods” means all of the equipment, machinery, and/or other materials the Supplier must supply to the Purchaser under the Contract.</p> <p>d. “The Services” means those services ancillary to the supply of the Goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other obligations of the Supplier covered under the Contract.</p> <p>e. “GCC” means this section's General Conditions of Contract.</p> <p>f. “SCC” means the Special Conditions of Contract.</p> <p>g. “The Purchaser” means the organization purchasing the Goods, as named in SCC.</p> <p>h. “The Purchaser’s country” is the country named in SCC.</p> <p>i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and named in SCC.</p> <p>j. “Day” means calendar day.</p>
2. Application	<p>These General Conditions shall apply to the extent that provisions of other parts of the Contract do not supersede them.</p>
3. Country of Origin	<p>3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the Government of Pakistan.</p> <p>3.2 For purposes of this Clause, “origin” means where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.</p>
4. Standards	<p>4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.</p>
5. Use of Contract Documents and Information and Inspection	<p>5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and extend only so far as may be necessary for such performance.</p> <p>5.2 The Supplier shall not use any document or information enumerated in GCC Clause 5.1 without the Purchaser's prior written consent except for purposes of performing the Contract.</p> <p>5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser upon completion of the Supplier’s performance under the Contract if required by the Purchaser.</p>

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	<p>5.4 The Supplier shall permit the Purchaser to inspect the Supplier's records relating to the performance of the Supplier.</p>
6. Patent Rights	<p>6.1 The Supplier shall indemnify the Purchaser against all third-party claims of patent, trademark, or industrial design rights infringement arising from using the Goods or any part thereof in the Purchaser's country.</p>
7. Performance Security	<p>7.1 Within ten (10) days of receipt of the Contract award notification, the successful supplier shall furnish the Purchaser with the performance in the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>7.3 The performance security shall be denominated in the currency of the Contract or a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:</p> <p>(a) a guarantee issued by a reputable financial Institution located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the tender documents or another form acceptable to the Purchaser; or</p> <p>(b) a cashier's or certified check.</p> <p>7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than ten (10) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations unless otherwise specified in SCC.</p>
8. Inspections and Tests	<p>8.1 The Purchaser shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications.</p> <p>8.2 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.</p> <p>8.3 The Purchaser's right to inspect, test, and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived because the Goods having previously been inspected, tested, and passed prior to the Goods' shipment from the country of origin.</p> <p>8.4 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
9. Packing	<p>9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall consider, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all transit points.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.</p>

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<p>10. Delivery and Documents</p>	<p>10.1 The Supplier shall deliver the Goods per the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.</p> <p>10.2 For purposes of the Contract, DDP trade term used to describe the parties' obligations shall have the meaning assigned to it by <i>Inco-terms</i> previously published by the International Chamber of Commerce, Paris.</p> <p>10.3 Documents to be submitted by the Supplier are specified in SCC.</p>
<p>11. Insurance</p>	<p>11.1 The supplier shall arrange for the insurance of the goods, which shall cover the full period of work as defined in the DDP Inco-Term trade term. The supplier shall pay the insurance premium.</p>
<p>12. Transportation</p>	<p>12.1 The Supplier shall be required under the Contract to transport the goods to BUITEMS, Quetta, Pakistan; transport to destination, including storage, as specified in the contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
<p>13. Incidental Services</p>	<p>13.1 The Supplier may be required to provide any or all the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods. b. furnishing tools required for assembly and/or maintenance of the supplied Goods. c. furnishing detailed operations and maintenance manual for each appropriate supplied Good unit. d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Purchaser's personnel at the Purchaser's premises in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>13.2 Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
<p>14. Spare Parts</p>	<p>14.1 As specified in SCC, the Supplier may be required to provide any or all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> a. such spare parts as the Purchaser may elect to purchase from the Supplier provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Purchaser of the pending termination in sufficient time to permit the Purchaser to procure needed requirements; and ii. following such termination, furnishing the blueprints, drawings, and specifications of the spare parts, if requested at no cost to the Purchaser.
<p>15. Warranty</p>	<p>15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship (except when the Purchaser's specifications require the design and/or material) or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination from design, materials, or workmanship (except when the Purchaser's specifications require the design and/or material) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p>

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	<p>15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered, installed, and commissioned at the final destination indicated in the Contract.</p> <p>15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of this notice, the Supplier shall repair or replace the defective Goods or parts thereof without cost to the Purchaser within the period specified in SCC and with all reasonable speed.</p> <p>15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
<p>16. Payment</p>	<p>16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p>
<p>17. Prices</p>	<p>Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.</p>
<p>18. Change Orders</p>	<p>18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; ii. the method of shipment or packing. iii. the place of delivery and/or iv. the Services to be provided by the Supplier. <p>18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.</p>
<p>19. Contract Amendments</p>	<p>19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.</p>
<p>20. Assignment</p>	<p>20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.</p>
<p>21. Subcontracts</p>	<p>21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not specified in the bid. In the original bid or later, such notification shall not relieve the Supplier from any liability or obligation under the Contract.</p> <p>21.2. Subcontracts must comply with the provisions of GCC Clause 3.</p>
<p>22. Delays in the Supplier's Performance</p>	<p>22.1 The Supplier shall make delivery of the Goods and performance of Services in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p> <p>22.2 If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p>

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<p>23. Liquidated Damages</p>	<p>23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until Actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.</p>
<p>24. Termination for Default</p>	<p>24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> i. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or ii. if the Supplier fails to perform any other obligation(s) under the Contract. iii. if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or executing the Contract. <p>For the purpose of this clause: “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p> <p>24.2 If the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered. The Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.</p>
<p>25. Force Majeure</p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2 For purposes of this clause, “Force Majeure” means an event beyond the Supplier's control that does not involve the Supplier’s fault or negligence and is not foreseeable. Such events may include but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p>26. Termination for Insolvency</p>	<p>26.1 The Purchaser may terminate the Contract at any time by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.</p>

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<p>27. Termination for Convenience</p>	<p>27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which the Supplier's performance under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <ul style="list-style-type: none"> a. to have any portion completed and delivered at the Contract terms and prices; and/or b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
<p>28. Settlement of Disputes</p>	<p>28.1 The Purchaser and the Supplier shall make every effort to resolve any disagreement or dispute arising between them under or in connection with the contract amicably by direct informal negotiation.</p> <p>28.2 If, after thirty (30) days from the commencement of such informal negotiation, the Purchaser and Supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner, and/or arbitration.</p>
<p>29. Governing Language</p>	<p>28.3 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract exchanged by the parties shall be written in the same language.</p>
<p>30. Applicable Law</p>	<p>The Contract shall be interpreted per the laws of the Purchaser's country unless otherwise specified in SCC.</p>
<p>31. Notices</p>	<p>31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed in writing to the other party's address specified in SCC.</p> <p>31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<p>32. Taxes and Duties</p>	<p>32.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. The Supplier shall cover the Insurance premium where required.</p>

Section VII. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is Balochistan University Of Information Technology, Engineering & Management Sciences (BUIITEMS) Quetta.

GCC 1.1 (h)—The Purchaser’s country is: Islamic Republic of Pakistan

GCC 1.1

(i)—The Supplier is:

2. Country of Origin (GCC Clause 3)

All countries and territories declared by the Government of Pakistan eligible for procurement of Goods, Works, and Services in Government-Financed Procurement”.

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be 10% of the total contract value, which the Purchaser shall retain till the expiry of the agreement.

4. Inspections and Tests (GCC Clause 8)

GCC 8.1— The Purchaser shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications.

GCC 8.2— Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

GCC 8.3— The Purchaser’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival in the Purchaser’s country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed prior to the Goods’ shipment from the country of origin.

5. Packing (GCC Clause 9)

The following SCC shall supplement GCC Clause 9.2:

All the equipment shall be packed suitably. The Contractor/Supplier shall be responsible for the equipment being free from damage or other adverse effects due to transportation. Each package shall be marked as follows:

- a. GDs (if any)
- b. Contact Number
- c. Destination
- d. Number of Case
- e. Gross Weight, Net Weight(kg)
- f. Measurement (length x width x height in cm or inches)

6. Delivery and Documents (GCC Clause 10) For Goods supplied from abroad :

GCC 10.3— 6.1 The equipment shall be delivered to the Purchaser on the basis of installed and workable condition within 90 days. The Supplier shall be responsible for manufacturing and delivery of the equipment/stores from their workshop to the designated location of the Purchaser in Quetta.

6.2 Upon shipment, the Supplier shall notify the Purchaser in writing the full details of the shipment, including a description of Goods, quantity, and usual transport documents. The Supplier shall mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount.
- (ii) copies of the packing list identifying the contents of each package.
- (iii) Original Equipment Manufacturer's or Supplier's warranty certificate.
- (iv) Certificate of origin.

6.3 For Goods from within the Purchaser's country:

GCC 10.3—Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser in writing and mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount.
- (ii) delivery note, railway receipt, or truck receipt.
- (iii) Original Equipment Manufacturer's warranty certificate.
- (iv) Certificate of origin.

The Purchaser shall receive the above documents before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

7. Insurance (GCC Clause 11)

GCC 11.1—The seller shall arrange for the insurance of the goods, which shall cover the full period of works as defined in the DDP Inco-Term trade term. The seller shall pay the insurance premium.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided have been provided in GCC 13.1.

9. Spare Parts (GCC Clause 14)

GCC 14.1—Supplier shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Goods, as and when required.

10. Warranty (GCC Clause 15)

GCC 15.2— The Supplier shall also comply with the performance and/or consumption guarantees specified under the Contract.

11. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

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Payment for Goods and Services supplied from within the Purchaser's country: Payment for Goods and Services supplied from within the Purchaser's country shall be made in Pak Rupees on monthly basis.

12. Prices (GCC Clause 17)

GCC 17— Price shall not be adjusted in any case.

13. Liquidated Damages (GCC Clause 23)

GCC 23—Applicable rate:

Maximum deduction up to 10% @ 0.5% per week.

14. Settlement of Disputes (GCC Clause 28)

GCC 28— In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.

15. Governing Language (GCC Clause 29)

GCC 29—The Governing Language shall be English.

16. Applicable Law (GCC Clause 30)

GCC 30—The Applicable Law shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan.

17. Notices (GCC Clause 31)

GCC 31.1—Purchaser's address for notice purposes:

— Balochistan University of Informational Technology, Engineering & Management Sciences, Airport Road, Baleli Quetta.

— Supplier's address for notice purposes:

Section VIII Contract Forms

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to GCC Clause 16.5 and SCC 11), spare parts pursuant to GCC Clause 14 and SCC 9, or quantity variations pursuant to ITB Clause 28. The Price Schedule and Schedule of Requirements deemed part of the contract should be modified accordingly.

The bidders should not complete the Performance Security Form at the time of their bid preparation. Only the successful bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7 and SCC 3, respectively.

C 1

CONTRACT FORM

CONTRACT FORM (DRAFT)

(Contract shall be finalized with consent of both parties)

1. This contract agreement is made and entered into on ***** BY AND BETWEEN.
2. Balochistan University of Information Technology, Engineering & Management Sciences (BUIITEMS), Airport Road Baleli, Quetta, referred to as BUYER, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, and permitted assigns officers delegated to perform functions of procurements for and on behalf of various units of Police Department, Government of Sindh of ONE PART.

AND

3. M/s. *****, having its registered office *****, Telephone No. ***** & registered office *****, hereinafter referred to as SUPPLIER, which expression shall, unless repugnant to the context of the meaning thereof, be deemed to include its successor, and permitted assigns of the OTHER PART.
4. WHEREAS, BUIITEMS, in accordance with the Pakistan Public Procurement Rules 2004 as amended from time to time, invited bids through newspapers, PPRA, and BUIITEMS websites for the monitoring of BUIITEMS vehicles hereinafter referred to as “SERVICES “as per the description and quantity mentioned below.

Sr. #	Description	Quantity
1.	Vehicle Tracking Service for monitoring of vehicles of BUIITEMS	

5. THAT, the SUPPLIER submitted their bid in accordance with PPRA Rules 2004 (amended time to time)
6. THAT, the rates offered by the SUPPLIER for the services as shown and given in this contract agreement. Therefore, on the recommendation of Bid Evaluation Committee the Competent Authority i.e., Vice Chancellor, BUIITEMS has approved the rates offered by the SUPPLIER and the BUYER agrees to place purchase order to the SUPPLIER.
7. NOW, THEREFORE THE PARTIES HEREBY AGREED AS FOLLOWS:
 - 7.1 This AGREEMENT’s words and expression shall have the same meaning, as are respectively assigned to them in the condition of contract referred to Bid Documents.
 - 7.2 The following documents shall be deemed to form and be read and construed as integral parts of this agreement:
 - a.) The Bid Documents issued by the BUYER and subsequently submitted by the SUPPLIER.
 - b.) Documents submitted along with a technical proposal by the SUPPLIER.
 - c.) Financial proposal submitted by the SUPPLIER.

8. MAIN SCOPE OF WORK

That the SUPPLIER agrees to provide the following services and their required hardware to the BUYER during the execution of the contract, and the BUYER agrees to pay rent of the SERVICES provided by the SUPPLIER at the rate mentioned in clause 10.5(a) below of the contract agreement. The units & hardware/software installed by the SUPPLIER for the services to the BUYER shall be & remain the property of the SUPPLIER, which shall be removed within the notice period on expiry or termination of the contract:

- 8.1 Vehicle Tracking System Features as detailed in section 4 (1) and (2) of Bid Documents and
- 8.2 Installation of tracker devices as detailed in section 4(3) of Bid Documents.
- 8.3 Provision of maintenance & support during execution of the contract as detailed in Section 4(4) of Bid Documents.

9. TERMS & CONDITIONS**9.1 Agreement period**

This agreement is valid for Five year initially and extendable for a further two tenures comprising Two year each, subject to mutual consent and satisfaction of the BUYER after completion of each. The tracker service period of the vehicles will start from the date of the final acceptance letter by the BUYER after satisfactory installation and certification by the Transport officers assigned by the BUYER (hereinafter referred to as END-USERS). The renewal of the subsequent tenure of Two year of service agreement shall be subject to satisfactory performance of the SERVICES, which will be determined by the performance reports submitted by the END-USERS to the BUYER after completion of tenure each tenure of 2 Year.

9.2 Responsibilities of the SUPPLIER

- a) During the execution of this contract, the SUPPLIER shall provide maintenance & support for trouble-free SERVICES to the BUYER.
- b) Provision of the accessories & peripherals required for making the tracking service functional and for troubleshooting during the contract's effective period shall be the SUPPLIER's responsibility.
- c) Repair and maintenance (wherever required) of the dysfunctional trackers and faulty parts will be done by the SUPPLIER. However, during the effectiveness of the SERVICE period, if the equipment is misplaced or damaged (reasons for such faults to be ascertained by the team of experts nominated by the BUYER), the SUPPLIER will not replace such equipment. In such a case, the SUPPLIER will provide the cost estimates for the procurement of the equipment from a verifiable channel to the BUYER.
- d) Assurance will be provided by the SUPPLIER to the satisfaction of the BUYER that trained field engineers will be available to perform corrective maintenance.
- e) All the troubleshooting of the equipment/SERVICES shall be the responsibility of the SUPPLIER.
- f) The SUPPLIER shall provide dedicated technicians for immediate troubleshooting and maintenance.
- g) The SUPPLIER shall ensure the SERVICES to be rendered under this contract by the BUYER shall conform to the highest industry standards.

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- h) The SUPPLIER shall be responsible for installing all trackers & other related devices as per the time frame provided by the SUPPLIER in its technical proposal.
- i) The SUPPLIER shall not use any information or data or any document of the BUYER for marketing or any of their benefits during or after the expiry of this contract.

9.3 Inspection of the SERVICES

After due installation of trackers, and commencement of SERVICES as per scope of work. The SERVICES shall be up to the satisfaction of the BUITEMS inspection committee. This committee shall be at liberty to reject in total or any part thereof if it is not in accordance with the scope of work and specification mentioned in the Bid Documents. Such rejection shall be final, and no appeal or review will be permissible against the decision of the inspection committee. The SUPPLIER shall be bound to improve/rectify/replace the services/equipment within the timeframe given by the BUITEMS Inspection Committee.

9.4 Payments for the provision of tracking services by the BUYER

- a) That the BUYER shall pay service charges of all the trackers installed (excluding the units at ‘not reporting status’) in the vehicles at the rate offered by the SUPPLIER and specified as under:

Sr.#	Item/Services	Rate per unit
1	Vehicle Tracking Service for monitoring of vehicles of BUITEMS	Rs..... (per unit per year, including all applicable taxes)

- b) In full consideration for the provision of the services and of the fulfillment of other obligations under this agreement. BUITEMS shall, subject to the provisions of this agreement, pay or cause to be paid to M/s. *****.
- c) After the installation of trackers and inspection by the BUITEMS Inspection Committee, the SUPPLIER shall submit their bill for payment. The bill shall be for the services provided by the SUPPLIER in the preceding month and shall be submitted on the 1st working day of the following month.
- d) The SUPPLIER shall provide a comprehensive report of tracker remained in operation along with ID of vehicles in which the unit is installed and specify the period of operation of the unit during billing period.
- e) The bill shall be submitted to the authorized representative of the BUYER and duly signed by the authorized representative of the SUPPLIER

9.5 Currency of payment

The payment shall be made in Pakistan Currency i.e., Pak Rupee.

9.6 Price

The price quoted by the supplier shall be fixed during the execution of this contract agreement.

9.7 Coverage of the tracking services

9.11 Modification

Modification of the terms & conditions of this contract, including any modification of the scope of the SERVICES, may only be made by written agreement between the parties.

10. TERMINATION OF THE CONTRACT

10.1 By the BUYER

The BUYER may issue a termination notice in writing by not less than thirty (30) days to the SUPPLIER if:

- a) The SUPPLIER fails to remedy a failure in the performance of their obligation hereunder, as specified in a notice of suspension or within such further period as the BUYER may have subsequently approved in writing.
- b) If the SUPPLIER becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership, whether compulsory or voluntary.
- c) If, because of force majeure, the SUPPLIER is unable to perform a material portion of the SERVICES for a period not less than thirty (30) days, or,
- d) If the BUYER, for any valid reason whatsoever, decides to terminate the contract.
- e) In case of termination, the BUYER shall release all due payments for the SERVICES delivered or in transit to be delivered in sixty (60) days from the date of termination.

10.2 By the SUPPLIER

The SUPPLIER may issue termination notice in written not less than thirty (30) days. Such notice to be given after the occurrence of any of the events specified in following:

- a) If the BUYER fails to pay any money due to the SUPPLIER pursuant in this contract and not subject to dispute to pursuant to within thirty (30) days after receiving written notice from the SUPPLIER that such payment is overdue.
- b) If the BUYER is in material breach of its obligation pursuant to this contract and has not remedied the same within forty-five (45) days (or such longer period as the SUPPLIER may have subsequently approved in writing).
- c) If, because of force majeure, the SUPPLIER is unable to perform a material portion of the SERVICES for a period of not less than sixty (60) days.

10.3 Cessation of rights and obligations

Upon termination of this contract pursuant to termination clause hereof, or upon expiration of the contract, all rights and obligation of the parties hereunder shall cease except (i) such right and obligation as may have accrued on the date of termination or expiration (ii) the obligation of confidentiality.

10.4 Payment upon termination

Upon termination of this contract hereof, the BUYER shall make the following payments to the SUPPLIER:

- a) The SERVICES satisfactorily performed prior to the effective date of termination.
- b) Reimbursable expenses pursuant for expenditures actually incurred prior to the date of termination; and
- c) Except in the case of termination pursuant to paragraph, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract.
- d) The BUYER shall release all due payments for the SERVICES delivered or in transit to be delivered in 30 days from the date of termination.

10.5 Disputes about event of termination

If either party disputes whether an event specified in agreement has occurred such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration and this contract shall not be terminated on account of such event except or in accordance with the terms of any resulting arbitral award.

11. FORCE MAJEURE

11.1 Definition:

For the purpose of this contract, “Force Majeure” means an event which is beyond the reasonable control of a party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.

- a) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party’s sub- contractor or agent or employees nor (ii) any event which a diligent party could reasonably have been expected to both (a) consider at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.
- b) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

11.2 No Breach of contract

The failure of Party to fulfill any of its obligations hereunder shall not be breach of, or default under this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

11.3 Measures to be taken

- a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party’s inability to fulfill its obligations hereunder with minimum delay.
- b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than thirty (30) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal condition as soon as possible.
- c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

11.4 Extension of Time

Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as result of Force Majeure.

11.5 Consultation

Not later than sixty (60) days after the SUPPLIER because of an event of Force Majeure, have become unable to perform a material portion of the SERVICES the parties shall

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consult with each other with a view on agreeing an appropriate measure to be taken in the circumstances.

11.6 Suspension

The BUYER may, by written notice of suspension to the SUPPLIER, hereunder if the SUPPLIER fails to perform any of their obligations under this contract, including the carrying out of the SERVICES provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the SUPPLIER to rectify such failure within a period not exceeding thirty days (30) days after receipt by the SUPPLIER of such notice of suspension.

12. GENERAL PROVISIONS

12.1 Law Governing Contract

This contract, its meaning and its interpretation, and the relation between the parties shall be governed by the applicable laws of the Islamic Republic of Pakistan, which are in force for the time being.

12.2 Language

This contract has been executed in the English language, which shall be the binding and controlling language for all the matters relating to the meaning or interpretation of this contract.

12.3 Headings

The headings shall not limit or affect the meaning of this contract.

12.4 Notices

a) Any notice, request or consent required or permission or billing to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such party at the following address:

For the BUYER

For the SUPPLIER

b) Notice will be deemed to be effective as follows:

- i. In the case of personal delivery or registered mail, on delivery.
- ii. In the case of facsimiles / Email, within 24 hours following confirmed transmission.

c) A party may change its address for notice hereunder by giving the other party notice of such change pursuant to this clause.

12.5 Authorized Representatives

- a) On behalf of the BUYER by the
- b) On behalf of the SUPPLIER, Company's Secretary, or his nominated person

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

Signature
On behalf of Supplier

Signature
On behalf of Buyer

C 2

INTEGRITY PACT

Declaration of fees, commission, and brokerage etc. payable by the supplier of goods, services and works in contract worth Rs. 10.00 million or more.

Contract No.

Dated

Contract Value:

Contract Title:

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Balochistan University of Information Technology, Engineering & Management Sciences (BUIITEMS) Quetta hereafter mentioned as BUIITEMS or any administrative subdivision or agency thereof or any other entity owned or controlled by BUIITEMS through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from BUIITEMS except that which has been expressly declared pursuant hereto.

[name of Supplier] 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 BUIITEMS and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty.

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

Notwithstanding any rights and remedies exercised by BUIITEMS in this regard, [name of Supplier] agrees to indemnify BUIITEMS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to BUIITEMS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] 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 BUIITEMS

Name of Buyer
Signature

Name of Seller/Supplier
Signature

C3

PERFORMANCE SECURITY FORM

To: Registrar
BUIITEMS, Quetta

WHEREAS (Name of the Contractor)

Hereinafter called "the Contractor" has undertaken, in pursuance of the bid for the purchase of hardware including " _____ ", dated _____ 201 _____, (hereinafter called "the Contract").

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total Sum of Rs.....10% of the total contract value (Amount of the guarantee), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums, within the limits of 10% of the total contract value (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____ 202 _____, or the warranty period.

[NAME OF GUARANTOR]

Signature

Name

Title

Address

Seal _____

1 The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency (i.e.) of the Contract or a freely convertible currency acceptable to the Purchaser.

EVALUATION CRITERIA

Annexure A

Mandatory Requirements

Bidder must furnish the following information:

The Following Requirements are mandatory for all the Columns.

Sr. No	Qualification Requirements/ Knock Down Criteria	MANDATORY
1	Firm registration certificate under the law of Pakistan	M
2	NTN certificate with active status with FBR Sales Tax Registration Certificate, BST Registration, License from PTA	M
3	Price Reasonability certificate on letterhead that offered price not more than trade price.	M
4	Bidder shall provide proof of clients using the same brand supplied by respective bidder. (Purchase orders of 5 different firms to be attached as proof)	M
5	An undertaking (as per attached format) must be provided on 100 Rupees Judicial Stamp paper <ul style="list-style-type: none"> <input type="checkbox"/> that the participating company is not blacklisted in any Government /Semi-Government Organization. <input type="checkbox"/> That there is no case/litigation pending in any court of law in Pakistan 	M
6	Original Tender fee receipt	M
7	Bid Security: A copy of the CDR is to be attached to the technical proposal, and the original is to be attached to the financial proposal.	M
8	The vendor should sign and stamp each page of the bidding document and other attached documents.	M
9	24/7 Call Center and Technical Support	M

Authentication Proof: the bidder will be required to provide documentary proof with the bid against each parameter.

It is mandatory to fulfill above stated requirements for all bidders. Any bidder not fulfilling above criteria will be considered as non-responsive bidder and will not be taken into consideration for Technical and Financial Evaluation. However, the technically qualified bidder with lowest rates will be awarded the work order (subject to fulfillment of all required conditions of bidding document & PPRA Rules, 2014).

TECHNICAL EVALUATION CRITERIA

- i. To be technically qualified, obtaining 60 out of 100 Marks is compulsory. All bids will be evaluated on the basis of the above-given evaluation criteria, and the bidders who do not obtain 60 marks as per the above-mentioned evaluation criteria will be considered technically non-responsive bidders and will not be considered for Financial Evaluation. However, technically qualified bidders (Responsive to Evaluation Criteria) will be considered as responsive bidders, and among technically responsive and qualified bidders.

DESCRIPTION		EVALUATION PARAMETER & MARKING SLAB		REMARKS
Section # 1 – Company Profile & Relevant Experience				
1.	Company experience from date of operations	Less than 5 years	0	A certificate of incorporation (photocopy) of the firm is required to evaluate.
		Over 3 up to 5 years	5	
		Over 5 years	10	
		Over 8 years	15	
2.	Average annual turnover from last 3 years (2017-18, 2018-19 & 2019-20)	Less than 10 million	5	Auditor's certified financial statements for last 3 year of the firm is required. Please include only P&L, Revenue, Assets. Entire balance sheet is not required.
		Over 10 up to 15 million	10	
		Over 15 up to 25 million	15	
		Over 25 million	20	
3.	Active number of tracking devices on monitoring till opening date of NIT	Less than 5,000 units	5	Relevant documentary evidence and physical verification of coverage through live tracking can be done (if required).
		Over 5,000 up to 8,000 units	10	
		Over 8,000 up to 10,000 units	15	
		More than 10,000 units	20	
4.	Number of clients in operations for minimum 100 units of active tracking devices	Less than 5 clients	5	Relevant documentary evidence like work orders will be required and physical verification can be done (if required).
		Over 5 up to 10 clients	10	
		Over 10 & up to 15 clients	15	
		More than 15 clients	25	
5.	Stolen / Snatched Vehicles Recovery Percentage	Less than 5 Vehicles	0	Evidence shall be provided on the Company's letterhead.
		5- 10 Vehicles	05	
		10- 15 Vehicles	10	
		More than 15 Vehicles	20	
Total			100	

Note: Relevant documentary evidence for the criteria mentioned above must be provided; otherwise, no marks shall be given for that particular criterion.

FINANCIAL EVALUATION CRITERIA

The financial proposals declared qualified/responsive in the technical evaluation will be opened on a date communicated to all the technically qualified bidders. The bids will be examined to determine whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order. Arithmetical errors will be rectified on the following basis: -

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- (b) If there is a discrepancy between words and figures, the amount in words will prevail.
- (c) If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security shall be forfeited.
- (d) The Procuring entity may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation.

Financial evaluation will be based on the least cost selection basis, contingent upon fulfilling the technical specifications.

AFFIDAVIT (Stamp paper of Rs: 100/-)

We do hereby confirm that we have carefully read the requirements and instructions of this bidding document and all the terms & conditions of supply; we also do hereby confirm as follows:

1. That M/s _____ shall abide by all the instructions/conditions of the bidding documents unconditionally and, in addition, the other conditions and BUITEMS rules and regulations, all other special instructions given time to time, and enforced PPRA Rules.
2. That the information given in the application form and bidding documents is correct. In case any of this information is proved incorrect, BUITEMS reserves the right to reject the bid beside forfeiting the Bid Security and may initiate suitable legal action which may include blacklisting of the Bidder.

Dated:

Seal & Signatures of the Contractor

Company Name	
NTN No.	
Phone No./ Cell No.	
Fax No.	
Email ID	
Office Address	

CHECKLIST FOR SUBMISSION OF APPLICATION

(please mark or X in relevant boxes)

1. Detail of company profile/ Firm/ Contractor etc. Profile
2. The original CDR/Earnest Money /Deposit at call is attached with the Financial Bid.
3. Original Tender fee Amounting Rs. 1000 /-
4. Affidavits on stamp paper Rs: 100/-
5. Evidence of Company/ Firm/ Sole proprietorship.
6. Copy of National Tax No.
7. List of All Mandatory required documents
8. List of documents required in Technical Evaluation criteria
9. Price offer on Bidder's letter head as of Financial Evaluation Criteria.
10. Active Taxpayer List (ATL)
11. Copy of Sales Tax Registration