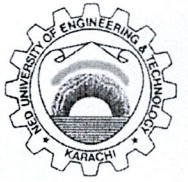




NED UNIVERSITY OF ENGINEERING & TECHNOLOGY
PROCUREMENT CELL

Phone # 99261261- 68, (Ext. 2471 & 2501) Fax # 99261255, e-mail: dp@neduet.edu.pk

“Say No to Corruption”



Director Procurement

No. DP/170684/8359/ 809
01.01.2024

Notice Inviting Tender


NEDUET invites sealed bids on Single Stage One Envelope procedure from well-reputed firms registered with FBR & SRB for Plying of Private Point Bus Services for Pick & Drop Facility to Students at Thar Institute of Engineering Sciences & Technology, Mithi, Tharparkar to carry out following:

S#	Tender / Number	Tender Schedule – Date and Time				Tender Fee Rs
		Issue / Sale		Submission	Opening	
		From	To			
1.	Hiring of Bus for Providing Pick and Drop Services to Students at TIEST, Mithi, Tharparkar. Tender # PC/NED/RGT/ BUS/8359/2023	03.01.2024	17.01.2024	18.01.2024 10:00 A.M.	18.01.2024 10:30 A.M.	5,000/-`

ELIGIBILITY CRITERIA

1. The bidder must have at least 3 years of experience in the relevant field.
2. The bidder must provide last 3 year's turn over statement.
3. The bidder must provide "Income Tax (FBR) and Sales Tax (GST) and SRB registration Certificates at time of submission of bid.

Tender Fee and Bid Security @ 2% of bid cost in shape of Payorder should be in favor of Director Finance. Bidding documents can be obtained and shall be submitted in the office of ADP – II as per above schedule. Bidders are requested to give their Best and Final Price as "No Negotiations" is permitted. Bidding Documents containing detailed terms and conditions are available at Websites www.neduet.edu.pk and www.ppms.pprasinhd.gov.pk. The Procuring Agency reserves the right to reject the bids subject to provision of SPPR Rules 2010 (Amended up-to-date) and may cancel the bidding process at any time prior to the acceptance of a bid or proposal.


Director Procurement
01.01.2024

Issued On _____

Issued To: _____



PROCUREMENT CELL

Hiring of Bus for providing pick and drop services to students at Thar Institute of Engineering Sciences & Technology, Mithi, Tharparkar.”

Tender No. PC/NED/RGT/BUS/8359/2023

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BIDDING DOCUMENT

1. Introduction

The NED University of Engineering & Technology, was established in March 1977 under an act of the Provincial Assembly of Sindh after upgrading of the former NED Government Engineering College, which was set up in 1921. The NED University is thus one of the oldest institutions in Pakistan for teaching and producing Engineering graduates. Prior to this, the D.J. Sindh College, used to run classes to train subordinates for the Sindh P.W.D., the Municipalities and Local Boards.

2. Objective

2.1 The interested bidders will “PLY” the private point bus on daily basis as per the requirement of Thar Institute of Engineering Sciences and Technology, Mithi, Tharparkar (TIEST) for the transportation of students on the designated routes as per **Annexure-B**.

2.2 University will pay to the private point bus of the selected bidder for transportation of students to & fro from designated routes / points on the basis of the offered rates per day.

3. Scope of Work:

3.1 The bidder shall produce documentary evidence of vehicles which should be in his own name or in the name of his firm or alternatively he shall furnish the valid agreement with the vehicle owners that the vehicle owner(s) shall place his/their vehicle at the disposal of the bidder for exclusive use of university transportation operations during the period of contract. It shall also be mentioned in the agreement between vehicle owner and bidder that transport owner shall not cancel the agreement during the currency of contract between bidder and NEDUET on judicial stamp paper of Rs. 100/-.

3.2 Offered bus must be registered with Excise & Taxation Department.

3.3 The registration numbers of the vehicles along with proof of ownership / valid contract agreement as per the provisions of clause 3.1 of this bidding document shall be submitted with proposal. NEDUET reserves the right to inspect the vehicles before final agreement is signed.

3.4 Vehicles must have updated fitness certificate, route permit, and besides other mandatory registrations and documents.

3.5 The bidder will follow the Motor Vehicle Rules and will not allow any person to drive without valid commercial driving license. In case of violation, NEDUET will impose financial penalty, as deem fits.

3.6 Bidder must ensure all passengers in bus hold valid University card. No person should be allowed to board except for valid card. University has unrestricted right to surprise visit and check this compliance and also have right to impose financial

penalty not more than Rs 1,000/- per person in case of noncompliance along with proceeding as per Disciplinary Rules.

- 3.7 In the event of any accident the bidder shall be responsible for payment of compensation for any loss or injury or damage cause to any person or party in accordance with the Government Rules. There shall be no liability in any case against the NED UET.
- 3.8 Bidder will pay the fine and face the legal matters, imposed on driver(s) of any violation of Motor Vehicle Rules and in case of a major accident-causing death the legal assistance / compensation, if any, would be borne by the bidder.
- 3.9 In case of any accident and damages arising from it including but not limited to deaths, financial loss, bidder will be sole responsible for same and will be answerable to law enforcement.
- 3.10 Bidder shall provide the large size bus (seating / standing) capacity and Bus should be roadworthy, in very good condition, mechanically fit, rust free and well maintained neat & clean. NEDUET reserves the right to refuse to accept the bus which are not road worthy or soiled with dust, dirt or other debris. In case compliance is not found on any bus during travel NEDUET will impose financial penalty up to 2,000/-. Penalty amount will be deducted from monthly bill of potential contractor.
- 3.11 Condition of Bus during the currency of the contract will be maintained by the bidder till the expiry of the contract period.
- 3.12 Bidder will allocate the Bus for academic activities and examination as per schedules given to him.
- 3.13 The Bus should have working fuel & mileage meters related for daily reading and noting purpose. Checklist of all puncture and maintenance tools, spare wheel and others should be ensured on daily basis.
- 3.14 The human resource engaged by the bidder for the execution of the contract shall not be considered or treated as the employees of NEDUET. The bidder shall be liable to make payment of wages to the human resource engaged by him. NEDUET, shall not make any payments direct to the human resource and the human resource engaged by Bidder will have no claim on NEDUET, in case of failure of the bidder in making their payments.
- 3.15 The bidder will employ the cleaner / conductor for the Bus. The salary of the cleaners / conductors shall be borne by the bidder as per the prevailing terms and conditions and rates of the Labour & Human Resource Department, Government of Sindh and Sindh Minimum Wages Act. The cleaners / conductors must be mentally and physically fit and have local police clearance and should be presentable. The bidder shall be fully responsible of every act of his staff appointed on the vehicle.

- 3.16 Bidder will follow the disciplinary rules of the NEDUET and operate the vehicles as per the schedule prescribed by the NEDUET.
- 3.17 Bidder will make sure that vehicle will not use for illegal activities or for any other organization or political purposes, or any other purpose which are not authorized on prior basis in writing by NEDUET. In case of violation NEDUET will impose thrice penalty of complete cost of trip.
- 3.18 In the event of robbery, theft or goods, passenger forcibly taken from a bus by armed men, or any other person, the driver will report to area police. However, NEDUET shall not be responsible for any loss under this account.
- 3.19 In case of failure or breakdown the bidder will provide the alternate bus at his own risk and cost.
- 3.20 The defects when found / pointed-out by NEDUET will be rectified by the bidder within reasonable time.
- 3.21 The bidder office must be equipped to ensure efficient coordination and liaison with NEDUET, TIEST CAMPUS, for full day operation in order to resolve any route related problem/ issues. Bidder must also ensure that he has contact with drivers over mobile phone.
- 3.22 The bidder shall not engage any sub-contractor, assign, or transfer any of his contractual obligations to any other person, firm, organization except under approval of the Competent Authority of NEDUET.

3.23 **PLY OF BUS**

Ply Bus for operation shall be large size Bus (seating / standing) capacity. The vehicle rental charges will include; POL, vehicle rent, cleaner / conductor drivers' salaries, operational cost, periodical maintenance & lubricants / all filters cost, repair & maintenance cost of vehicle, other miscellaneous / incidental costs, road challans, toll tax / token, puncture and other field related vehicle expenses including all Government Taxes (Federal/Provincial/Local)), NEDUET will not bear any responsibility in this respect. The number of Buses can be increased or decreased or deleted without any change in the unit price or other terms and conditions.

3.24 **Operation of PLY Bus**

The vehicle plying charges will include operational cost, periodical maintenance & lubricants / all filters cost, repair & maintenance cost of vehicle, other miscellaneous / incidental costs, road challans, puncture and other field related vehicle expenses including all Government Taxes (Federal/Provincial/Local), NEDUET will not bear any responsibility in this respect. The Bus could be increased or decreased or deleted without any change in the unit price or other terms and conditions.

- 3.25 The bidders should be very clear in their minds that under no circumstances whatsoever, the rates once approved and the acceptance thereof communicated to them shall be reviewed or enhanced upward all during the validity and currency of the contract including the extended period, No application, petition, or appeal in this regard shall be entertained and considered by the procuring agency. The past practice or precedent, if any, shall be no ground or basis for the enhancement of rates. The procuring agency shall enforce this condition in letter and spirit.
- 3.26 The bidder shall be responsible for payments of fitness, charges payable under any other law and other ancillary expenses involved in the proper running of the vehicles.
- 3.27 Bidder shall bear all major and minor repair or maintenance or replacement of parts. Expenses to be incurred on replacement of parts, tyres, labour charges, repair maintenance and fuel / lubricant / all filters (air, oil etc.) will be borne by the bidder.
- 3.28 Bidder shall facilitate NEDUET for calibration of load and meters in Bus at any time.
- 3.29 Bidder will direct his staff to behave properly and friendly with students and staff of NEDUET, TIEST Campus.
- 3.30 Bidder will coordinate day to day matters / affairs with the Transport Section of the NEDUET.
- 3.31 Bidder shall have no objection whenever NEDUET affixes advertising note / board / paper on PLY Bus
- 3.32 If a bidder is found involved in misconduct, misappropriation, fraud, cheating, theft and defalcation during the currency of the contract, he will be blacklisted and the amount of the security deposit shall stand forfeited in favour of NEDUET. Payments shall not be made in case of closure of NEDUET and its constituent institutes / departments/ centres including Sundays and Public Holidays except Bus which remain operational with the approval of competent authority.
- 3.33 In case of emergency, the bidder will be bound to ply the bus services for pick & drop.
- 3.34 The tender of a bidder whose performance as a Contractor has not remained satisfactory in the past may be rejected.
- 3.35 That the contractor should also agree by the both parties that it would be purely on the discretion of the university authority to allow/permit the transporter to pick and drop either boys or girls students of any route. The Registrar Office, NEDUET is authorized to change the route of any bus instantly according to the need of hour.
- 3.36 That the university will pay only for those trips for which Bus would be utilized according to the scheduled program issued by the authorities.
- 3.37 That in case if the university authorities/students have any complaint about the bus/Bus, staff the same shall be discussed/enquired into and remedied on the spot,

and the university authorities have right to curtail the number of Bus on short notice and can stop the service without giving any reason at any time.

- 3.38 That during the agreement period if the contractor intends to discontinue the service, then he would be under legal obligation to issue the notice for withdrawal of the service at least 45 days in advance, failing which the payment of the remaining bills will not be released to him and also security deposit will be forfeited.
- 3.39 That during semester examination or 15 days before the commencement of the examinations the contractor has no right to issue the notice for withdrawal of the service, if he does so his final bill of payment will be forfeited along with his security deposit.
- 3.40 The contractor is bound to arrange more Bus if required by authorities with in one day, if he fails then he will be penalized by the amount equal to two days' payment of a bus. This condition will also apply on the short of bus on any route.
- 3.41 That the contractor must ensure the reaching of Bus at departure terminals in time, if Bus found coming late then Rs. 500/= will be charged as penalty per late coming bus.
- 3.42 That the contractor must ensure for supplying proper information regarding plying of Bus and in case of misinformation or the bus plied on any route without consent of the Registrar Office, a fine of Rs. 10,000/- on the bus would be imposed by the Incharge Transport on the recommendation of the Registrar Office.
- 3.43 The contractor is bound to follow the written instructions of Registrar Office in connection with the operation of the service from time-to-time for increase/decrease of the number of Bus.
- 3.44 That all the Bus must be parked as per the prior instructions of the Registrar Office, in case the bus/Bus are not properly parked or bus/Bus found without displaying route board on the windscreen, then Rs. 200/= will be charged per bus per side as penalty.
- 3.45 That Bus must reach at starting point at least 15 minutes before departure, failing which Rs. 200/= per bus will be imposed as penalty.
- 3.46 The contractor or his representative must be present at the main terminal points at the time of departure of the Bus daily.
- 3.47 There will be no payment of any kind of transport will be made in lieu of bus(s) each missing bus(s) will be penalized equal to two days' payment.
- 3.48 The contractor has to follow the instructions of the Registrar Office, issued from time to time regarding schedule or any problem faced.

- 3.49 The contractor will be bound to report at least 15 minutes before the time of departure of the Bus and he will give assurance that route wise required Bus are parked in case of failure to do so Rs. 1000/- will be fined.
- 3.50 Only bus will be allowed per up and down. However, in case of emergency basis due to shortage of large Bus if any coaster or mini bus will be arranged than no additional payment would be made under this account.
- 3.51 In case non-compliance of the instructions of the Registrar Office /Authority or any irregularity, after serving three letters, the security deposit will be forfeited and fresh Call deposit will be deducted from the bill of the contractor.
- 3.52 If bus does not pick the students stands on the way will be penalized Rs. 500/- on bus after receipt of the formal complaint.

4. Obtaining of Bidding Documents

- 4.1 Bidding Document containing detailed terms & conditions can be obtained from Office of Assistant Director Procurement – II, Procurement Cell, NEDUET against non-refundable payment of Rs. 5,000/- w.e.f. date of publication of this NIT in the print media, as notified in the NIT.
- 4.2 Bidding Document can also be downloaded from the Official website of NEDUET <https://www.neduet.edu.pk> or Sindh Public Procurement Authority <http://ppms.pprasindh.gov.pk> the bidder is required to enclose bidding documents cost of Rs 5,000/- non-refundable as a pay order in favour of Director Finance, NEDUET.

5. BIDDING PROCEDURE:

- 5.1 Bids are invited as per Single Stage – One Envelope Procedure in accordance with the Sindh Public Procurement Rules, 2010 as (Amended).

6. Instruction to the Bidders:

- 6.1 Bidder must read all the contents of NIT as well as Bidding Document and understand all the requirements.
- 6.2 Bidder must ensure that the Bid Form / Price Schedule is filled in all respect, without any confusion.
- 6.5 There should not be any over-writing, double writing, crossed, additional conditions.
- 6.6 Rates shall be quoted clearly in digits as well as in words.
- 6.7 Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
- 6.10 Bidder shall examine the Bid Evaluation Criteria and insert appropriate document in the Technical / Financial Proposal accordingly.
- 6.12 Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Blacklisted firms shall be treated as rejected / non- responsive.

7. List of Documents to be enclosed:

- 7.1.1 Bidder(s) must ensure that the following documents are enclosed with Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions;

- 7.1.2 Original Bidding Document purchase receipt or Pay Order of Rs. 5,000/- in favour of Director Finance, NEDUET as the case may be;
- 7.1.4 Attested copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate(s);
- 7.1.5 Attested copy of CNIC of signatory of the Bid Form/Price Schedule;
- 7.1.6 Complete profile and history of the Bidder/Participant including complete address and complete details of Directors including their CNIC Numbers (if any);
- 7.1.7 List of present clients to whom bidder is providing the **Similar Services** with name and contact persons, cell/telephone numbers and addresses.
- 7.1.8 Complete details of turn-over last three years duly supported with the Financial Statements/ complete Income Tax Return Forms of the bidder;
- 7.1.9 The bidder must have requisite trade and other licenses (if applicable) to do the business for which the bid is being made.
- 7.1.10 Affidavit on stamp paper duly notarized to the effect that the bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.
- 7.1.11 Affidavit on stamp paper duly notarized to the effect that bidder is not awarded any punishment from any Court of Law.
- 7.1.12 Affidavits duly notarized to the effect that the bidder has submitted the correct and complete information along with the bid/offer. If any document/information is found forged/engineered /fake/bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.
- 7.1.13 Certificate from existing client stating satisfactory performance of the bidder.
- 7.2.1 Bid Security of required amount and form.
- 7.2.2 Bid form(s)/Price Schedule duly filled in all respect clearly quote the price.
- 7.3 Once again note that bidder must ensure that the Bid Form / Price Schedule is filled in all respect, without any confusion, there should not be any over-writing, double writing, crossed, additional conditions and Rates are quoted clearly in digits as well as in words.
- 7.4 **Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only.**

- 7.5 Bidder(s) must work carefully and gross rates to be quoted, including all applicable taxes and also incorporate the impact of Sales Tax. NEDUET shall make payments after deduction of all applicable taxes including Income Tax & SST / GST and other taxes, if any.
8. **Eligibility Criteria:** Bidder which meets the following **eligibility criteria / mandatory requirements** would be declared responsive for further evaluation as per the Evaluation Criteria specified in this bidding document. Verifiable documentary proof for all following requirements is a mandatory requirement, noncompliance will lead to disqualification.
- 8.1 Bidder shall complete all the terms & conditions of this Bidding Document.
- 8.2 Bidder able to enclose the documents as per clause 7 of this bidding document.
- 8.3 Companies must be available on List of Active Tax Payers“ of FBR (for Income Tax) and SRB (For Sales Tax) websites.
- 8.4 Conformity with required terms and conditions of Scope of Work / Services / Technical Specification given in the Tender Document.
- 8.5 Three Years Financial Statements
- 8.6 Bidder must have a minimum experience of three years.
- 8.7 The firm must be a valid license holder for the relevant business. (if applicable)
9. **Validity of Bids:**
- 9.1 Bids shall remain valid for ninety (90) days w.e.f. date of opening of Proposals. The bids without or less than Ninety (90) days validity will be rejected.
10. **Alternate Bids:**
- 10.1 Alternate Bids shall NOT BE ALLOWED, if any bidder elects to submit alternative bid(s) / proposal(s), both bids ORIGINAL and ALTERATIVE will be rejected straightaway.
11. **Submission of Bids/Offer:**
- 11.1 Sealed bids/offers both the proposals to be dropped in the tender box placed at the office of Assistant Director Procurement – ii, Procurement Cell, NEDUET, upto as notified in Notice Inviting Tender. The sealed bids/offers may also submit by mail, addressed to Assistant Director Procurement -II on above address, however, under any circumstances, whatsoever, the sealed bids/offers shall be reached before the deadline for submission of bid. Any bid submitted / received late due to any reason whatsoever, shall not be considered at any stage and shall be returned un-opened. Any claim against the bids received late shall not be considered at any stage.

- 11.2 Bidders are advised in their own interest to take all precautionary measures for delivery of sealed bids before the deadline for submission of bid.

12. Opening of Bids:

- 12.1 The Proposals shall be opened within one hour of deadline for submission of offer/bid in presence of the authorized representative(s) of the bidder(s), if they wish to present at the time of opening of bids or as notified in NIT.
- 12.2 In case of the date of opening of tender declared as Public Holiday by the Government of Sindh or Federal Government or non-working day due to any reason, the next official working day shall be deemed to be the date for submission and opening of tenders/bids/offers, accordingly. The time and venue shall remain same.

13. Evaluation of Bids:

- 13.1 Bids/Offer to be evaluated by the Procurement Committee constituted by the NEDUET for the purpose.
- 13.2 The Committee may seek the clarification from the bidder in writing or oral as the case may be, in case of committee deemed fit, however any clarification shall not be change the sanctity of original bid;
- 13.3 The Bids/Offer shall be evaluated conformity the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.
- 13.4 Bidder must quote the rates for all routes (Lot / Group / Package / all items of Bid Form / Price Schedule basis) any bid for the individual or limited route(s) shall not be considered and rejected summarily.

TECHNICAL PROPOSAL EVALUATION CRITERIA**13.6 Proposal Evaluation:**

- 13.6.1 Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- 13.6.2 Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution / evaluation period shall be passed to the Procuring Agency.

14. Announcement of Bid Evaluation Report

- 14.1 Bids/Offer to be evaluated by the Committee constituted by the NEDUET for the purpose.
- 14.2 The Bid Evaluation Report shall be announced and shall be hoisted on websites of the Authority and Procuring Agency and intimated to all the bidders at least three (3) working days prior to the award of Contract.

15. Award of Contract:

- 15.1 The bidder whose offered rate is found lowest amongst other technically qualified bidders shall be considered for acceptance of the offer provided that it fulfils the laid down terms and conditions of the tender.
- 15.2 In case of tie among two or more bidders in financial bid with identical offered rate, the contract shall be awarded to the bidder who has more experience.
- 15.3 NEDUET reserve rights to cancel any/all bids, subject to the relevant provisions of SPP Rules 2010 (as Amended).

16. Signing of Contract: -

- 16.1 In case of award, the contractor shall sign the contract on appropriate stamp paper. All charges including payment of duty shall be borne by the Contractor.

Period of Contract: -

- 16.2 Initially contract shall be signed for a period of two years, however, NEDUET at its own discretion can extend the period of contract. The bidder shall provide the services for extended period without any increase in rate.

17. Bid Security / Performance Guarantee:

- 17.1 The Bidder shall enclose the **Bid Security not less than 2% of the total contract value of the 12 months (one year)** in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of NEDUET issued by a scheduled bank in Pakistan valid for a period of 28 days beyond the bid validity period.
- 17.2 The Bid Security of unsuccessful bidder shall be returned after award of contract or within one week of expiry of bid.
- 17.3 The Successful bidder shall submit the **Performance Security / Guarantee not less than 2% of the total contract value of the 12 months (one year)** in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of NEDUET issued by a scheduled bank in Pakistan valid for a period of ninety (90) days beyond the date of completion / expiry of the contract.
- 17.4 The Bid Security of successful bidder shall be returned after receipt of Performance Security / Guarantee. However, the successful bidder can adjust the Bid Security towards Performance Guarantee, in this situation, the successful bidder shall submit the balance amount on account of Performance Guarantee.
- 17.5 The Performance Security / Guarantee shall be forfeited, in case of bidder fails to provide the satisfactory services. The Performance Security / Guarantee of the bidder shall be returned after expiry of contract period.

18. Commencement of Services:

- 18.1 Services shall be commenced from the date of signing of contract agreement.

19. General Conditions:

- 19.1 A prospective bidder requiring any clarification(s) may notify to NEDUET or an Officer authorized on its behalf in writing. The NEDUET or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before 05 working days or more to the deadline set for the submission of bids. Copies of NEDUET response will be forwarded to prospective companies (if not already clarified in the tender document or deemed necessary for the company).
- 19.2 It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter

of Acceptance awarded under this Bid Process will be entertained by the NEDUET. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

- 19.3 Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder's performance of services. Bids against the Government Rules and Policy, Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms will not be considered and will be rejected.
- 19.4 Bidder will follow the disciplinary rules of the NEDUET.
- 19.5 The NEDUET reserves the right to increase or decrease or delete the quantities of NEDUET or PLY Bus at the time of award of contract and also reserves the right to enhance or reduce the quantity of NEDUET or PLY Bus without any change in unit price or other terms and conditions at any time during the contract period.
- 19.6 It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity or provisions of relevant clauses of this bidding document, by the Bidder on the demand and approval of the Competent Authority of NEDUET will be permitted throughout the contract period.
- 19.7 The tenderer should be fully and completely responsible for all the deliveries and deliverables to the NEDUET. Bidder shall not claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight etc.
- 19.8 Bidder shall be responsible for remedying the defect(s) within 7 days from the date on which complaint was launched.
- 19.9 Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 19.10 Failure to supply required items/services within the specified schedule will invoke penalty as imposed by the competent authority of NEDUET or termination of contract.
- 19.11 NEDUET will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

- 19.12 Bidder shall not be allowed to alter or modify his bid after the opening of the bids. However, the procuring agency may seek and accept clarification to the bid that do not change substances of the bids.
- 19.13 The Bids shall be evaluated in accordance with the specified evaluation / eligibility / qualification / responsiveness criteria and terms & conditions of the bidding document.
- 19.14 Bidding Documents shall take precedence, in case of discrepancies between the Invitation for Bids (IFB) / Notice Inviting Tender (NIT) and the Bidding Documents.
- 19.15 Bidder will depute the adequate staff for carrying out the desired services.
- 19.16 Bidder will be liable for any loss or damage caused by any act or default on the part of his servant or employee to the said premises and / or NEDUET property on which decision of NEDUET will be final.
- 20 Payment**
- 20.1 Payment shall be processed on monthly basis.
- 20.2 Due payment will be made after completion of each month.
- 20.3 The Service Provider required to submit the following documents along with bill:
- i. The contractor shall submit his bills in the prescribed form duly approved / recommended by Registrar Office.
 - ii. Prescribed Sales Tax Invoice, payment of Stamp Duty at rate specified by Government of Sindh, Valid Professional Tax Certificate and Job Completion / Inspection Certificate duly issued by Indenting Department will be required for payment. However, withholding of all government Taxes shall apply as rates specified in relevant Government Schedule
 - iii. Invoices with covering letter, both duly signed and stamped by authorized officer.
 - iv. Original satisfactory performance certificate issued by the competent person / authority.
 - v. Copy of any/all correspondence made with NEDUET or any other agency / person / organization during the billing month.

- vi. Evidence / support of all claims in bills.
- vii. Any other details/documents, if required by NEDUET.

21. Redressal of Grievances by the Procuring Agency:

- 21.1 Redressal of Grievances & settlement of dispute will be as per Rule 31 of SPPRA Rule-2010 (as Amended).

22. Termination / Cancelation of Contract: -

- 22.1 NEDUET may terminate the contract without liability and without cause upon giving one (01) month prior written notice to the contractor. Upon termination, the contractor shall only be entitled to payment of acquired services upto the date of termination. No termination damages or indemnities shall be claimed from the NEDUET or the payable by the NEDUET if notice is given as prescribed above

23. Arbitration:

- 23.1 Any difference or dispute or liability of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the NEDUET and Contractor. If the parties fail to come to an amicable settlement the same shall be referred to the award of Arbitrators to be nominated one each by the NEDUET and Contractor within fifteen (15) days of notice from either side or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing prior to proceeding with the arbitration. The decision of the Arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties. The arbitration shall take place at Karachi, under Pakistani Law of Arbitration.

24. Applicable Laws: -

- 24.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Karachi – Pakistan shall have exclusive jurisdiction.

BID DATA SHEET

The following specific data for the subject procurement to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction											
IT B 1	NAME OF PROCURING AGENCY: NED University of Engineering & Technology., Office of The Assistant Director Procurement – II, NED University, Karachi. Tel # 99261261-68, (Ext: 2471), Fax: 99261255										
	NAME OF CONTRACT: Hiring of Bus for Providing Pick and Drop Services to Students.										
IT B 4	Bid price and currency										
	Prices quoted by the bidder shall be “fixed” and in “Pak Rupees”										
Preparation and Submission of BIDS											
IT B 7	Selection / Eligibility / Responsiveness Criteria: <ol style="list-style-type: none"> 1. Bidder shall complete all the terms & conditions of this Bidding Document. 2. Bidder able to enclose the documents as per clause 7 of this bidding document. 3. Companies must be available on List of Active Tax Payers“ of FBR (for Income Tax) and SRB (For Sales Tax) websites. 4. Conformity with required terms and conditions of Scope of Work / Services / Technical Specification given in the Tender Document. 5. Financial Statement of three years. 6. Bidder must have a minimum experience of 03 years of relevant field. 7. The firm must be a valid license holder for the relevant business. (if applicable) <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 10%;">ITB 9</td> <td>Amount of Bid Security: 2% of Bid Value</td> </tr> <tr> <td>ITB 10</td> <td>Bid validity period. 90 days</td> </tr> <tr> <td>ITB 11</td> <td>Number of copies. One original - - -</td> </tr> <tr> <td>ITB 13</td> <td>Deadline for bid submission. As notified in NIT</td> </tr> <tr> <td>ITB 14</td> <td>Bid Evaluation: The bidder whose offered rate is found lowest amongst other technically qualified bidders shall be considered for acceptance of the offer provided that it fulfils the laid down terms and conditions of the tender.</td> </tr> </table>	ITB 9	Amount of Bid Security: 2% of Bid Value	ITB 10	Bid validity period. 90 days	ITB 11	Number of copies. One original - - -	ITB 13	Deadline for bid submission. As notified in NIT	ITB 14	Bid Evaluation: The bidder whose offered rate is found lowest amongst other technically qualified bidders shall be considered for acceptance of the offer provided that it fulfils the laid down terms and conditions of the tender.
ITB 9	Amount of Bid Security: 2% of Bid Value										
ITB 10	Bid validity period. 90 days										
ITB 11	Number of copies. One original - - -										
ITB 13	Deadline for bid submission. As notified in NIT										
ITB 14	Bid Evaluation: The bidder whose offered rate is found lowest amongst other technically qualified bidders shall be considered for acceptance of the offer provided that it fulfils the laid down terms and conditions of the tender.										

Other Terms & Conditions:

- i. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening. Bid shall be submitted / opened on next working day at the given time
- ii. Tender documents can also be obtained by post against Pay Order/Bank Draft of Rs-800/- as courier charges in addition of tender fee.
- iii. NEDUET may reject all or any bid subject to relevant provision of SPP Rules and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule 25(1) of said rules.
- iv. Incomplete, conditional and tender without required earnest money in the specified form/format shall be rejected.
- v. Bidders are advised that before filling the bidding documents all pages of bidding documents should carefully be rechecked. If any page(s) / paper(s) of bidding documents are missing that can be downloaded from the official website of this University and SPPRA, and also can be obtained from the office of the ADP-2 in Procurement Cell, NEDUET, Karachi. Bid(s) with incomplete bidding documents will straightaway be rejected.
- iv. Bidders are required to provide their valid e-mail Ids and contact numbers (s) for effective and timely communication
- vi. All Bidding documents must be signed, named & stamped by authorized person of the firm/ Companies along with authorized letter.
- vii. Incomplete, conditional and tender without required bid security as specified in the bidding documents, shall be rejected. Each page of bidding documents should be signed and stamped.
- viii. Contract Agreement and Integrity Pact both are mandatory for successful bidder.

ANNEXURE - A**BID FORM / PRICE SCHEDULE
BUS ROUTE**

(To be submitted on official letterhead of the company duly Signed & Stamp)

S#	Description of Service	Qty	Monthly Rate (Rupees - PKR)	Annual Rate (Rupees – PKR)	Estimated days during Financial Year 2023-24	Total Amount
1.	To Ply Point Bus with POL, Driver, Conductor, Cleaner and all king of repair and maintenance.	1			190	
2.	First Year					
3.	Second Year					
Total Yearly Amount (190 Days Max) in Pak Rs including all Taxes						
Amount in words (Rupees _____ only).						

Signature: _____

Name: _____

C.N.I.C: _____

Designation: _____

Company Name: _____

Address: _____

Contact No. _____

E-mail id: _____

ANNEXURE – B**TECHNICAL PROPOSAL SUBMISSION FORM**

To (Name and address of Client / NED University of Engineering & Technology)

Re: PC/NED/RGT/BUS/2023/ Dated ____2023, for “Plying of Private Point Bus Service for Pick & Drop Facility to Students of at Thar Institute of Engineering Sciences & Technology, Mithi, Tharparkar. for 2023-2024 (extendable to two years)”.

Dear Sir/Madam,

[Date]

We, the undersigned, offer to provide the **(insert title of assignment)** _ in accordance with your Request for Proposal/Tender Document dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which is in conformity with the instruction given by the NEDUET.

We undertake, if our Proposal is accepted, for provision of Bus on Monthly Rental Basis for Pick & Drop of Students in NEDUET. We also confirm that the Government of Pakistan / Sindh has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature and Seal (Stamp) (In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE – C**TECHNICNAL INFORMATION FORM**

1. Name of the Tenderer/Concern: _____
(i.e. Sole Proprietor or Partnership firm or a Company (Attach Proof))

2. Address (With Tel. Email & Cell Phone No.)

3. NTN
No. _____

4. Whether each page of Tender Annexures have been signed and stamped. (YES/NO)

5. Proof of Average Annual Turnover of at least Rs. _____ for last
Three financial years. (YES/NO)

6. Proof of running Passenger Vehicles/Buses for Govt. of Sindh/aided/autonomous
institution (YES/NO)

7. List of organizations with address and Telephone number to whom Bus services have
been provided during the last three years and also work completion certification
issued by concerned department/organization.

8. Any other information important in the opinion of the Tenderer.

ANNEXURE – D**INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY**

- a. To be executed by an authorized representative of the bidder.
- b. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

ANNEXURE -E**FORMAT OF POWER OF ATTORNEY**

(bidder's letter head officially signed and stamped)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing Pakistan's Computerized National Identity Card (CNIC) no. (Complete CNIC No.) who is presently engaged with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the Operation) in response to the tenders invited by the (name of the NEDUET) including signing and submission of all documents and providing information/responses to (name of the NEDUET) in all matters in connection with our Bid.

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

Dated this _____ day of _____ 2023

For _____

(Signature)

(Name, Designation and Address)

Accepted (Signature)

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

ANNEXURE – F**UNDERTAKING**

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

Dated this _____ day of _____ 2023

Signature (Company Seal)

In the capacity of
Duly authorized to sign bids for and on behalf of:

ANNEXURE – G**TENDER SECURITY FORM**

WHEREAS [Name and Address of the Service Provider] (hereinafter called "the Service Provider") has submitted Tender against Tender Name (hereinafter called "the Tender") to the [Name and Address of the NEDUET] (hereinafter called "the NEDUET") for the Total Tender Price of PKR (in figures) (in words)

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

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

1. If the Operator withdraws the Tender during the period of the Tender validity specified by the Operator on the Tender Form; or
2. If the Operator does not accept the corrections of his Total Tender Price; or
3. If the Operator, having been notified of the acceptance of the Tender by the NEDUET during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document. Provided that the NEDUET shall specify the occurred condition(s) owing to which the said sum is due to him. Provided further that any demand(s) / claim(s) from the NEDUET shall reach the Guarantor within thirty working days after the expiry of the Guarantee. This guarantee shall remain valid up to or until furnishing of the Performance Security, whichever is later.

Date this _____ day of _____ 2023 .

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE – H**PERFORMANCE SECURITY**

Issuing Authority: _____

Date of Issuance: _____

Date of Expiry: _____

Claim Lodgement Date: _____

WHEREAS [Name and Address of the Service Provider] (hereinafter called "the Service Provider") has agreed to supply the Services and render the Services against Tender Name (hereinafter called "the Contract") for the Contract Value of PKR (in figures) (in words).

AND WHEREAS it has been stipulated in the Tender Document that the successful Service Provider shall furnish Performance Security, within ten working days of the receipt of the Acceptance Letter from the NEDUET, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the NEDUET, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Service Provider a Guarantee; THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the NEDUET , for the sum of PKR (in figures) (in words) and undertakes to pay to the NEDUET , upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the NEDUET having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Service Provider commits a default under the Contract;
2. If the Service Provider fails to fulfil any of the obligations under the Contract;
3. If the Service Provider violates any of the provisions of the Contract.

Provided that the NEDUET shall specify the occurred condition(s) owing to which the said sum is due to him. And further provided that any demand(s) / claim(s) from the NEDUET shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

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

Date this day of 2023 .

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE – I**FORMAT FOR COVERING LETTER**

To:

**Director Procurement
Procurement Cell,
NEDUET,
Karachi.**

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the /services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of days (as per requirement of the Services) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the _(insert name of the NEDUET)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company meets all the prequalification criteria indicated on your tender document. The details are as under:

Authorized Signatures with Official Seal

ANNEXURE – K**INDEMNITY BOND**

This DEED of INDEMNITY is made on the *(date of commencement)* between *(name of Firm/company)* of the one part hereinafter called „The Contractor“.

AND

The NED University of Engineering & Technology, was established in March 1977 under an act of the Provincial Assembly of Sindh after upgrading of the former NED Government Engineering College, of the other part, hereinafter called „The Employer“.

WITNESSETH AS FOLLOWS:

By this deed of indemnity, the Contractor agree to provide such indemnity as hereinafter the bearer has signed or given and may hereinafter from time to time sign or give through an instrument in favor of NEDUET Indemnity pertains to all or any loss, damage stealing or removing of any movable or immovable property, owned and possessed by NEDUET, during the subsistence of accompanied agreement for providing pick & drop services by *(name of firm/company)* (“Agreement”) to restore all or any loss, damage, stealing, during performance of work/duties of pick & drop service to the Students of NEDUET, TIEST.

2. Pursuant to the agreement *(name of firm/company)* shall indemnify and hold University of Sindh harmless against all losses, claims, suits, proceedings, actions, costs, charges and expenses, which shall or any be referred, instituted or arise in consequence of *(name of firm/company)*, its employees or agents, negligent or willful acts or omissions”.

3. That *(name of firm/company)* further declares and covenant that if NEDUET suffers any loss in the event of default on part of *(name of firm/company)* or any action brought by a third party against NEDUET in connection with *(name of firm/ company)* performance of the agreement, NEDUET shall hereby recover the amount of loss or claim from *(name of firm/company)*.

4. The contents of the deed shall not restrain NEDUET from invoking all or any other remedies available to them, at law.

M/s. (Name of company)
For & on behalf of the

NED University
For & on behalf of the Employer

IN WITNESS WHEREOF, were hereby set our hands upon the date mentioned, herein above.

Witnesses:

ANNEXURE – I**UNDERTAKING / CERTIFICATE****(Must be printed on Rs 100/- Stamp Paper)**

If provided information with the bid document found false, or any criminal proceedings found in any court of law, the services of the hired company will be immediately terminated without assigning any reason and making any refund / payment. Further, the performance security given by the firm will also be confiscated and the firm will be declared black listed.

M/s. _____

Contact Person: _____

Address: _____

_____.

Phone: _____ Mobile: _____ Fax: _____

E-mail: _____

Signature; _____ Dated: _____

Agency Seal:

ATTESTED BY NOTARY PUBLIC

ANNEXURE – M**DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN**

(On bidder / company/firm's Letterhead)

To

Director procurement

Procurement Cell

NEDUET,

Karachi.

Re: PC/NED/RGT/BUS/2023 _____ Dated _____ 2023 for Hiring of Bus for providing pick & drop services to Thar Institute of Engineering Sciences & Technology, Mithi, Tharparkar for 2023 – 24 (extendable upto two years).

Dear Sir,

I/we hereby declare that, our firm's Annual Turnover is as follow:

F.Y. 2020 – 21	F.Y. 2021 – 22	F.Y. 2023 – 23
PKR _____ Million _____	PKR _____ Million _____	PKR _____ Million _____

And,

I/we hereby declare that, our firm had filed Income Tax Returns for last 3 years i.e. 2020-21, 2021-22 and 2022.23 Supported by copy ITR/STR / Audit Reports attached of 03 (three) years.

Yours faithfully,

ANNEXURE – N**VALID LIST OF CLIENTS' DETAIL**

(On Bidder/company/firm's letterhead)

[Location, Date]

To: [Name and address of Employer]

Re: PC/NED/RGT/BUS/2023 _____ Dated _____ 2023 for Hiring of Bus for providing pick & drop services to Thar Institute of Engineering Sciences & Technology, Mithi, Tharparkar for 2023 – 24 (extendable upto two years).

Dear Sir,

I/we hereby mention following list of valid Clients details where our firm had provided services **during the last ten (10) years**, supported by copy of agreements / contracts / work orders for your reference:

S#	Client Name/ End user	Nature of Client (Govt./ Semi Govt./ Bank / Embassy / Private Sector)	Scope of Work / No. of Buses deployed	Name & Location of Project	Year	Status (Ongoing / Completed)

Yours faithfully,

ANNEXURE – O**DECLARATION FOR REGISTRATION OF BUS****(On bidder / company firm's letterhead)**

Re: PC/NED/RGT/BUS/2023 _____ Dated _____ 2023 for Hiring of Bus for providing pick & drop services to Thar Institute of Engineering Sciences & Technology, Mithi, Tharparkar for 2023 – 24 (extendable upto two years).

Dear Sir,

I/we hereby declare that, our firm M/s have following buses (copy of registration certificate/ fitness certificates are attached for your reference):

S#	Registration No.	Seating Capacity	Make	Model	Registered in the name of
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					

19.					
20.					
21.					
22.					
23.					
24.					
25.					
26.					
27.					
28.					
29.					
30.					
31.					
32.					

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

ANNEXURE – P**BIDDER PROFILE / DETAILS**

(On bidder / company / firm's letterhead)

1.	Registered Company Name	
2.	National Tax Number (Attach documentary evidence)	
3.	General Sales Tax Number (Attach documentary evidence)	
4.	Sindh Sales Tax Number (Attach documentary evidence)	
5.	Years of Operation of Company after its Registration (Attach documentary evidence)	
6.	Managerial Capability i. Total no. of Permanent Staff ii. Total No. of Contract / Project Staff (Attach as separate Annexure)	
7.	Assignment in hand (Presently) (Attach as separate Annexure)	
8.	Bank Name and Branch	
9.	Bank Account Number	
10.	Physical address	
11.	Postal address	
12.	Telephone Number	
13.	Fax Number	
14.	E-mail address	
15.	Blacklisting / Complaint / Litigation against the firm (By any govt. or other org. if any)	
16.	Name & Address of the companies / subsidiaries and associated companies, if any, with whom there is collaboration or joint venture	
17.	Whether pay order, for the requisite Bid Security enclosed? (Yes / No)	
18.	Any other relevant detail	

Authorized Signature [In full and initials]:***Name and Title of Authorized Signatory:******Name of Bidder:******Stamp / Seal:***

ANNEXURE – Q**BLACK-LISTING CERTIFICATE**
(Must be printed on Rs 100/- Stamp paper)

CERTIFIED THAT M/S _____ HAS NOT
BEEN BLACKLISTED BY ANY PUBLIC OR PRIVATE SECTOR ORGANIZATION (FEDERAL /
PROVINCIAL / LOCAL) IN PAKISTAN.

M/s. _____

Contact Person: _____

Address: _____

Phone: _____ Mobile # _____ Fax _____

Signature: _____ Dated: _____

Agency Seal:

ANNEXURE – R**INTEGRITY PACT****DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

M/s _____ the service provider hereby declared that:

- (a) Its intention not to obtain the procurement / services / work of any contract, right, interest, privilege, or other obligation or benefit from the NEDUET or any administrative or financial offices thereof or any other department under the control of the NEDUET through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the bidder / company / firm / agency represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the NEDUET directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the NEDUET, except that which has been expressly declared pursuant hereto
- (c) The bidder / company / firm / agency / accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract / order obtained aforesaid shall without prejudice to any other right & remedies available to the NEDUET under any law, contract, or other instrument, be stand void at the discretion of the NEDUET.
- (d) Notwithstanding any right and remedies exercised by the NEDUET in this regard, bidder / company / firm / agency agrees to indemnify the NEDUET for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the NEDUET in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the bidder / company / firm / supplier / agency / service provider as aforesaid for the purpose of obtaining or inducing procurement / work / service or other obligation or benefit in whatsoever from the NEDUET.

NED University

Name of Security Firm

Signature & Seal Signature & Seal

Signature & Seal Signature & Seal

Note: This integrity pact is mandatory requirement other than auxiliary services / works

APPENDIX – S

Contract

For Hiring of Bus for providing pick and drop services to students of at Thar Institute of Engineering & Technology, Mithi, Tharparkar for (Two Years)

ROUTE – A

between

NED University of Engineering & Technology

and

[Service Provider]

Dated_____

Agreement

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

BETWEEN

NED University of Engineering & Technology on the one part (hereinafter called the “NEDUET” which expression shall include its successors, legal representatives and permitted assigns)

AND

[full legal name of Service Provider], on the other part (hereinafter called the “Service Provider” which expression shall include the successors, legal representatives and permitted assigns) severally liable to the NEDUET for all of the Service Provider’s obligations under this Contract and is deemed to be included in any reference to the term “Service Provider.”

WHEREAS RECITALS

- (a) The NEDUET intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of Bus for Pick & Drop Services as described in the contract.
- (b) The NEDUET has requested the Service Provider to provide certain services as described in Tender Document; and
- (c) The Service Provider, having represented to the NEDUET that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

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

1. The Service Provider hereby covenants with the NEDUET to provide the services, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the NEUDET to the Service Provider.
2. The NEDUET hereby covenants with the Service Provider to pay the Service Provider, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services.

3. The following shall be deemed to form and be read and construct as part of this Contract:
 - (a) The Tender Document
 - (b) Bidder's Proposal
 - (c) Terms and Conditions of the Contract.
 - (d) Special Stipulations.
 - (e) The Technical Specifications
 - (f) Tender Form
 - (g) Price Schedule
 - (h) Affidavit(s)
 - (i) Authorized Dealership / Agency Certificate
 - (j) Performance Security
 - (k) Integrity Pact
 - (l) Any Standard Clause acceptable for NEDUET
4. This Contract shall prevail over all other documents. In the event of any discrepancy /inconsistency within the Contract, the above Documents shall prevail in the order listed above.
5. Contractual obligations Roles and Responsibilities of NEDUET and Service Provider as explained above in the document.

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

For [full legal name of the NEDUET]:

or [full legal name of the Service Pro

Signature

Signature

Name

Name

WITNESSES

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

General Conditions of Contract

1. **Contract**

NED University of Engineering & Technology shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within ten working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the NEDUET.

2. **Contract Documents and Information:**

The Service Provider shall not, without the NEDUET prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the NEDUET in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

3. **Contract Language:**

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

4. **Insurance:**

The Service Provider shall provide such insurance as is sufficient to protect against their theft, damage or deterioration during course of the service, storage/transit to their final destination as indicated in this Contract. The Service Provider shall arrange and pay for the insurance of the vehicle, equipment or any such item to the place of NEDUET's destination.

5. **Payment:**

The procedure for payments to Service Provider shall be as under:

- 5.1 The Service Provider shall submit an Application for Payment (Invoice), in the prescribed form, to the NEDUET. The Application for Payment shall: be

accompanied by such invoices, receipts or other documentary evidence as the NEDUET may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any

5.2 NED University shall issue a Certificate of Payment, in the prescribed form, with a copy to the Service Provider, verifying the amount due, within seven days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the services provided. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate

5.3 NED University shall pay the amount verified in the Certificate of Payment within thirty days (30) days of receipt of a Certificate of Payment. Payment will be made in advance for a month. The NEDUET shall make payment after deduction of applicable tax, through crossed cheque in name of service provider.

5.4 Payments shall be made against successful delivery of services as per required plan and Services provided. Payment shall be made after deduction of taxes at source (Income and Sales Tax) whichever is applicable by the tax authorities (Federal or Provincial)

6. **Price**

The Service Provider shall not charge prices for the services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Service Provider in the Price Schedule (Financial Bid).

7. **Assignment / Subcontract:**

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

8. **Extensions in time for performance of obligations under the Contract:**

If the Service Provider encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Service Provider shall, by written notice served on the NEDUET, promptly indicate the facts of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of such notice, the NEDUET shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Service Provider with a copy to the Client, extend the Service Provider's time for performance of its obligations under the Contract.

9. **Liquidated Damages (LD)**

If the Service Provider fails / delays in performance of start of Service liquidated damages @ 0.25 % of monthly charges per day shall apply.

However, the amount so deducted shall not exceed, in the aggregate, the value of the performance security.

10. **Forfeiture of Performance Security:**

If the Service Provider fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the NEDUET may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Service Provider. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

11. **Termination for Default:**

11.1 If the Service Provider fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, or engages in any illegal activities, the NEDUET may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served to the Service Provider, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Service Provider; provided that the termination of the Contract shall be resorted to only if the Service

Provider does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice

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

12. **Termination for Insolvency**

If the service provider becomes bankrupt or otherwise insolvent, the NEDUET may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Service Provider, indicate the nature of the insolvency, and terminate the Contract, in whole or in part, without any compensation to the Service Provider.

13. **Termination for Convenience**

13.1 The NEDUET may, at any time, by written thirty (30) days' notice served on the Service Provider, terminate the Contract, in whole or in part.

13.2 The Services which are complete or to be completed by the Service Provider, within thirty working days after the receipt of such notice, shall be accepted by the NEDUET For the remaining services, the NEDUET may elect:

14. **Force Majeure**

14.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the NEDUET or of the Service Provider. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date, then the delivery date may be extended appropriately by the NEDUET keeping in view all the circumstances and requirements of the NEDUET.

- 14.2 The Service Provider shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure. 14.3 If a Force Majeure situation arises, the Service Provider shall, by written notice served on the NEDUET, indicate such condition and the cause thereof. Unless otherwise directed by the NEDUET in writing, the Service Provider shall continue to perform under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
15. **Dispute Resolution:**
- 15.1 15.1 The NEDUET and the Service Provider shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 15.2 If, after thirty working days, from the commencement of such informal negotiations, the NEDUET and the Service Provider have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.
16. **Statutes and Regulations:**
- 16.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Service Provider shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the NEDUET indemnified against all penalties and liability of any kind for breach of any of the same.

16.2 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract

17. Taxes and Duties:

The Service Provider shall be entirely responsible for all applicable taxes, duties and other such levies imposed by the concerned local provincial and federal authorities in Pakistan.

18. Contract Cost:

The Service Provider shall bear all costs / expenses associated with the preparation of the Contract and the NEDUET and shall in no case be responsible / liable for those costs / expenses e.g. Contract Stamp duty charges etc.

19. Authorized Representative:

The Service Provider may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation

19.1 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the NEDUET , or the Service Provider.

19.2 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

19.3 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the principal.

19.4 Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.

19.5 If the Service Provider questions any decision or instruction of the Authorized Representative of the NEDUET / the Client, the Service Provider may refer the

matter to the NEDUET / the Client who shall confirm, reverse or vary such decision or instruction

20. **SPECIAL STIPULATIONS:**

SCHEDULE-A, SPECIAL STIPULATIONS

For ease of Reference, certain special stipulations are as under:

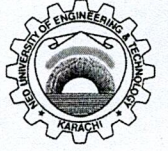
Tender Security The Service Provider shall furnish the Tender Security as under: for the whole Tender; The Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the NEDUET , as per the format provided in the Tender Document or in form of Call Deposit Receipt (CDR)/ Demand Draft (DD)/ Pay Order (P.O); for a sum 2% of total estimated price; denominated in Pak Rupees; Have a minimum validity period of one hundred and eighty days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later

performance Security The successful Bidder shall furnish Performance Security as under: within ten (10) working days of the receipt of the Acceptance Letter from the NEDUET; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan/Demand Draft/Pay Order/CDR/AA Rated Insurance Guarantee, as per the format provided in the Tender Document or in another form acceptable to the NEDUET; denominated in Pak Rupees; Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period. The successful Tenderer shall submit a performance security for 02% of the annual contract value. The Performance Security shall be returned to the Tenderer after 60 working days after provision of services

Signing of Contract NEDUET shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within ten

working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the NEDUET.

Start date for operation	To provide the services on said date and time, as specified by the NEDUET.
Contract Period	The contract will be for two years; further extendable on mutual consent with the same terms and conditions.
Liquidated damages for failure / configuration of Services by the Service	If and when applicable, liquidated damages (LD) shall be levied for delay start date of services @ 0.25 % of the annual contract value (Monthly quoted price x 12) However, the amount so deducted shall not exceed, in the aggregate, the value of the performance security.
Provider	consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the NEDUET , and the actual delivery date(s)
Legal Status to Work in Pakistan	The Bidder must be allowed and meet all conditions set forth by the GoP to work with all concerned parties of the private, public, and not for profit sectors.

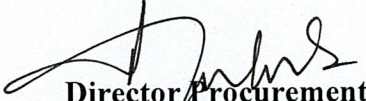


NOTIFICATION

With reference to this University Office Order No. DR(Estab)/(1193)Vol-II/6331 dated: 16.06.2016, the Procurement Committee under Rule 7 of the Sindh Public Procurement Rules (as amended) comprising of the following Members has been constituted for Hiring of Bus for Providing Pick and Drop Services to Students at TIEST, Mithi, Tharparkar (vide Case File No. PC/NED/RGT/Bus/8359/2023, as follows:

- | | |
|--|------------------|
| 1. Syed Ghazanfar Hussain
Registrar
NEDUET, Karachi | Convener |
| 2. Mr. Muhammad Mabroor Khan
Administrative Officer
Center for Excellence in Marine Biology
University of Karachi | Member |
| 3. Mr. Fawad ul Hasan Kamran
Assistant Director Procurement-II
NEDUET, Karachi | Member/Secretary |

The TOR / functions / responsibilities of the aforesaid Procurement Committee will be in accordance with Rule-8 of SPP Rules. The tender will be opened on 18-01-2024 at 10:30 AM in the office of Assistant Director Procurement-II.


Director Procurement
02.07.2024

Email:

- I. registrar@neduet.edu.pk
- II. mabroork@hotmail.com
- III. adfp2@neduet.edu.pk

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

No. DR (Estab)/(1003)/5730

Dated: 27/05/2016

OFFICE ORDER

In supersession of this office order No. DR (Estab)/(1003)/11418 dated 02-11-2015, the University Administration has constituted the Complaint Redressal Standing Committee comprising of the following officers to address complaints regarding all procurement issues in the University in pursuance of Clause 31(1) of the SPPRA rules:

- | | | |
|----|---|----------|
| 1. | Prof. Dr. Saad Ahmed Qazi
Dean (ECE) | Convener |
| 2. | Independent Professional from the relevant field | Member |
| 3. | Nominee of Accountant General Sindh | Member |


27/5/2016
Ag-REGISTRAR

To:

The Convener & all members

Copy for information to:

- 1 Dean (ECE)
- 2 Director Planning & Projects
- 3 Director Finance
- 4 Director, Procurement Cell
- 5 Ag. Resident Auditor