

MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE

Sukkur IBA University
www.iba-suk.edu.pk

TENDER NOTICE

Tender # PROC/302

Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on **"Single stage two envelope basis"**.

S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowsters
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks

Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for **Rs. 1000/=** each item (Non-refundable) in favor of **Sukkur IBA University** from the office of the **Procurement Department Sukkur IBA University** on any working day **July 04, 2022 to July 22, 2022**. The Last date for the submission of bids is **July 23, 2022, 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR PID(H) 01/2022

SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42
Fax: 071-5804419

MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE

Tender # Proc/302



Tender Document

NEXUS SWITCH SMARTNET

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

- 1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.
- 1.8.2. Number of engineers and technical staff in Vendor's office
- 1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.
- 1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
- 1.9. The Bidder shall provide following information with respect to its Company Profile
 - 1.9.1. Registered Name of the Organization.
 - 1.9.2. National Tax Number, Sales Tax Number and GST number
 - 1.9.3. Head Office address.
 - 1.9.4. Management structure & Organization Chart
 - 1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person
- 1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.
- 1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.
- 1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof
- 1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.
- 1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.
- 1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of

Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Sukkur IBA, being an educational institute, is exempted from GST and whole of custom duty as per S.R.O. 362(I)/2000 in case of imports therefore prefers to open LC directly in favor of principal to avail GST and Custom duties exemption but sometimes if the equipment is required urgently and import time wait is not operationally feasible then Sukkur IBA opt to buy on availability basis.

1. Please quote the rates on C&F (Cost & Freight) till Karachi port in US \$ or Euro, for in case Sukkur IBA open LC. Please clearly mention mode by Air or By Sea.

2. Please also quote rates in Pak Rupees in case Sukkur IBA opts to buy on availability basis, payment will be Within 30 days after satisfactory delivery of items for this case (if opted)

Note: Please quote rates for above both cases, it will be entirely Sukkur IBA discretion to opt whatever option (Open LC or buy on availability basis) as per requirement and situation.

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

Please see at the end of tender documents

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.

25. **WARRANTY, MAINTENANCE AND ASSURANCE**

26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

27. **SERVICES**

28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.

29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**

Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.

30. **FORCE MAJEURE**

Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.

31 **TERMS OF PAYMENT**

Payment of contract price shall be made in the following manner.

Payment will be made as agreed.

32. Following Documents will be part of this agreement and will be bounding on the vendor.

Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.

33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.

34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

CNIC # _____

Address: _____

Signature: _____

Name: _____

CNIC # _____

Address _____

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02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
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04	Electronic Items	15	GYM Equipment
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PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR
SUKKUR IBA UNIVERSITY
Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42
Fax: 071-5804419

PID(H) 01/2022

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Contract Info**Contract Number**

204277578

Product Number	Product Description	PAK/Serial #	Product Type	Instance #
C9300-24T-A	Catalyst 9300 24-port data only, Network Advantage	FOC2515L01V	CHASSIS	5564301456
CAB-TA-UK	United Kingdom AC Type A Power Cable		CABLE	5564301471
PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	DCC2508B3BJ	CARD	5564301462
C9300-SSD-NONE	No SSD Card Selected		CARD	5564301481
S9300UK9-1612	Cisco Catalyst 9300 XE 16.12 UNIVERSAL		SOFTWARE	5564301470
C9300-NW-A-24	C9300 Network Advantage, 24-port license		SOFTWARE	5564301467
C9300-NM-4G	Catalyst 9300 4 x 1GE Network Module	FOC25121Z1H	CARD	5564301480
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment		SOFTWARE	5564301459
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM		CABLE	5564301477
STACK-T1-50CM	50CM Type 1 Stacking Cable	MOC2504A6M2	CABLE	5564301475
PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	DCC2508B3B8	CARD	5564301466
N9K-C9508	Nexus 9508 Chassis with 8 linecard slots	FGE25037R6S	CHASSIS	5564301457
N9K-PAC-3000W-B	Nexus 9500 3000W AC PS, Port-side Intake	ART2506F550	CARD	5564301491
N9K-C9508-FAN	Fan Tray for Nexus 9508 chassis, Port-side Intake	FGE24456NXL	CARD	5564301490
N9K-C9500-LC-CV	Nexus 9500 Linecard slot cover		CARD	5564301476
N9K-X9788TC-FX	Nexus 9500 48p 1/10GBaseT and 4p 100G line card	FOC25022291	CARD	5564301461
N9K-SUP-A+	Supervisor for Nexus 9500	FOC24475NGM	CARD	5564301472
NXOS-9.2.3	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.3		SOFTWARE	5564301495
N9K-X9788TC-FX	Nexus 9500 48p 1/10GBaseT and 4p 100G line card	FOC250222CJ	CARD	5564301465
N9K-SC-A	System Controller for Nexus 9500	FOC2505182P	CARD	5564301484
N9K-C9508-FAN	Fan Tray for Nexus 9508 chassis, Port-side Intake	FGE2504856P	CARD	5564301489
N9K-PAC-3000W-B	Nexus 9500 3000W AC PS, Port-side Intake	ART2505F6DN	CARD	5564301492
N9K-C9508-FM-E2	Fabric Module for N9508 with 100G support, ACI and NX-OS	FOC25071FGZ	CARD	5564301486
N9K-SUP-A+	Supervisor for Nexus 9500	FOC25041PVQ	CARD	5564301496
N9K-SC-A	System Controller for Nexus 9500	FOC250517PC	CARD	5564301482
N9K-C9508-FM-CV	Nexus 9508 Fabric Module slot cover		CARD	5564301478
N9K-C9500-P-CV	Nexus 9500 Power Supply slot cover		CARD	5564301479
N9K-C9508-FM-E2	Fabric Module for N9508 with 100G support, ACI and NX-OS	FOC25082JWW	CARD	5564301485
N9K-X97160YC-EX	Nexus 9500 NX-OS linecard, 48p 10G/25G with 4p 100G QSFP28	FOC25053UYM	CARD	5564301468
N9K-C9508-FM-E2	Fabric Module for N9508 with 100G support, ACI and NX-OS	FOC25071FKT	CARD	5564301487

CAB-AC-2500W-EU	Power Cord, 250Vac 16A, Europe		CARD	5564301474
N9K-C9500-ACK	Nexus 9500 Accessory Kit		CARD	5564301494
N9K-C9508-FAN	Fan Tray for Nexus 9508 chassis, Port-side Intake	FGE24456NYE	CARD	5564301488
N9K-C9500-RMK	Nexus 9500 Rack Mount Kit		CARD	5564301473
N9K-PAC-3000W-B	Nexus 9500 3000W AC PS, Port-side Intake	ART2505F6DR	CARD	5564301493
MODE-NXOS	Dummy PID for mode selection		SOFTWARE	5564301497

Tender # Proc/302



Tender Document

ASA Firewall 5545 Smartnet

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

- 1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.
- 1.8.2. Number of engineers and technical staff in Vendor's office
- 1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.
- 1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
- 1.9. The Bidder shall provide following information with respect to its Company Profile
 - 1.9.1. Registered Name of the Organization.
 - 1.9.2. National Tax Number, Sales Tax Number and GST number
 - 1.9.3. Head Office address.
 - 1.9.4. Management structure & Organization Chart
 - 1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person
- 1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.
- 1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.
- 1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof
- 1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.
- 1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.
- 1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of

Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Sukkur IBA, being an educational institute, is exempted from GST and whole of custom duty as per S.R.O. 362(I)/2000 in case of imports therefore prefers to open LC directly in favor of principal to avail GST and Custom duties exemption but sometimes if the equipment is required urgently and import time wait is not operationally feasible then Sukkur IBA opt to buy on availability basis.

1. Please quote the rates on C&F (Cost & Freight) till Karachi port in US \$ or Euro, for in case Sukkur IBA open LC. Please clearly mention mode by Air or By Sea.

2. Please also quote rates in Pak Rupees in case Sukkur IBA opts to buy on availability basis, payment will be Within 30 days after satisfactory delivery of items for this case (if opted)

Note: Please quote rates for above both cases, it will be entirely Sukkur IBA discretion to opt whatever option (Open LC or buy on availability basis) as per requirement and situation.

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

Please see the last page(s) of the tender documents

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.
25. **WARRANTY, MAINTENANCE AND ASSURANCE**
26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
27. **SERVICES**
28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.
29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**
- Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.
30. **FORCE MAJEURE**
- Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.
- 31 **TERMS OF PAYMENT**
- Payment of contract price shall be made in the following manner.
- Payment will be made as agreed.
32. Following Documents will be part of this agreement and will be bounding on the vendor.
- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

CNIC # _____

Address: _____

Signature: _____

Name: _____

CNIC # _____

Address _____

MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE			
		Sukkur IBA University www.iba-suk.edu.pk	
TENDER NOTICE Tender # PROC/302			
Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on "Single stage two envelope basis" .			
S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowlers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks
Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for Rs. 1000/= each item (Non-refundable) in favor of Sukkur IBA University from the office of the Procurement Department Sukkur IBA University on any working day July 04, 2022 to July 22, 2022 . The Last date for the submission of bids is July 23, 2022, 2022 up to 1300 Hours . The technical bids will be opened on the same day at 1330 Hours in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. 2% of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.			
PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk			
REGISTRAR SUKKUR IBA UNIVERSITY Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42 Fax: 071-5804419		PID(H) 01/2022	
MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE			

Contract Info**Contract Number**

204079462

Product Number	Product Description	PAK/Serial Number	Product Type	Instance #
ASA5545-FPWR-K9	^^ASA 5545-X with FirePOWER Services, 8GE, AC, 3DES/AES, 2SSD	FTX2116W02P	CHASSIS	5109882397
ASA-PWR-AC	^^ASA 5545-X/5555-X AC Power Supply	FS1002790G0700A72B139	CARD	5109882553
ASA5500X-SSD120INC	^ASA 5512-X through 5555-X 120GB MLC SED SSD (Incl.)	MSA2109042K	CARD	5109882425
ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)		SOFTWARE	5109882758
ASA-IC-C-BLANK	^ASA 5545-X/5555-X Interface Card Blank Slot Cover	FTX2116W02Q	CARD	5109882658
ASA5545-CTRL-LIC	^Cisco ASA5545 Control License	2851J6475DD	SOFTWARE	5109882791
ASA5545-MB	^ASA 5545 IPS Part Number with which PCB Serial is associated	FCH21127UBW	CARD	5109882747
ASA-PWR-BLANK	^ASA 5545-X/5555-X Power Slot Blank Cover		CARD	5109882680
ASA5500X-SSD120INC	^ASA 5512-X through 5555-X 120GB MLC SED SSD (Incl.)	MSA2109042U	CARD	5109882453
SF-ASA-X-9.2.2-K8	^ASA 9.2.2 Software image for ASA 5500-X Series,5585-X,ASA-SM		SOFTWARE	5109882771

Tender # Proc/302



Tender Document

Cisco or equivalent Access Points

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

- 1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.
- 1.8.2. Number of engineers and technical staff in Vendor's office
- 1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.
- 1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
- 1.9. The Bidder shall provide following information with respect to its Company Profile
 - 1.9.1. Registered Name of the Organization.
 - 1.9.2. National Tax Number, Sales Tax Number and GST number
 - 1.9.3. Head Office address.
 - 1.9.4. Management structure & Organization Chart
 - 1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person
- 1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.
- 1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.
- 1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof
- 1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.
- 1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.
- 1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of

Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Sukkur IBA, being an educational institute, is exempted from GST and whole of custom duty as per S.R.O. 362(I)/2000 in case of imports therefore prefers to open LC directly in favor of principal to avail GST and Custom duties exemption but sometimes if the equipment is required urgently and import time wait is not operationally feasible then Sukkur IBA opt to buy on availability basis.

1. Please quote the rates on C&F (Cost & Freight) till Karachi port in US \$ or Euro, for in case Sukkur IBA open LC. Please clearly mention mode by Air or By Sea.

2. Please also quote rates in Pak Rupees in case Sukkur IBA opts to buy on availability basis, payment will be Within 30 days after satisfactory delivery of items for this case (if opted)

Note: Please quote rates for above both cases, it will be entirely Sukkur IBA discretion to opt whatever option (Open LC or buy on availability basis) as per requirement and situation.

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

Cisco or equivalent Access Points Quantity 3

Product specifications Cisco Aironet 1815i or equivalent Access Point & access point's RF specifications.	
Item	Specification
Authentication and security	<ul style="list-style-type: none">• Advanced Encryption Standard (AES) for Wi-Fi Protected Access 3 (WPA3), WPA2, WPA• 802.1X, RADIUS Authentication, Authorization, and Accounting (AAA)• 802.11r• 802.11i
Software	<ul style="list-style-type: none">• Cisco Unified Wireless Network Software with AireOS Wireless Controllers Release 8.3.112.0/83MR1 or later• Cisco Mobility Express
SLA for WLAN controllers	All Purchased Cisco Aironet 1815i Access Point
Licensed for WLAN controllers	All Purchased Cisco Aironet 1815i Access Point
Supported WLAN controllers	<ul style="list-style-type: none">• Cisco 5500 Series specifically WLC 5508 Model
Maximum clients	<ul style="list-style-type: none">• Maximum number of associated wireless clients: 200 per Wi-Fi radio, in total 400 clients per access point
802.11ac	<ul style="list-style-type: none">• 2x2 single-user/multiuser MIMO with two spatial streams• Maximal Ratio Combining (MRC)• 20-, 40- and 80-MHz channels• PHY data rates up to 866.7 Mbps (80 MHz on 5 GHz)• Packet aggregation: A-MPDU (Tx/Rx), A-MSDU (Rx)• 802.11 Dynamic Frequency Selection (DFS)• Cyclic Shift Diversity (CSD) support
Ethernet ports	<ul style="list-style-type: none">• Authentication with 802.1X or MAC filtered• Dynamic VLAN or per port• Traffic locally switched or tunneled back to wireless LAN controller

Bluetooth (future availability)	<ul style="list-style-type: none"> • Integrated Bluetooth 4.1 (including BLE) radio • Maximum transmit power: 4 dBm • Antenna gain: 2 dBi
Integrated Antenna	<ul style="list-style-type: none"> • 2.4 GHz, gain 2 dBi • 5 GHz, gain 4 dBi
Interfaces	<ul style="list-style-type: none"> • 1 x 10/100/1000BASE-T autosensing (RJ-45), Power over Ethernet (PoE) • Management console port (RJ-45)
Indicators	<ul style="list-style-type: none"> • Status LED indicates boot loader status, association status, operating status, boot loader warnings, boot loader errors
Dimensions (W x L x H)	<ul style="list-style-type: none"> • Access point (without mounting bracket): 6 x 6 x 1.3 in (150.8 x 150.8 x 33 mm)
Weight	<ul style="list-style-type: none"> • Access point without mounting bracket or any other accessories: 14 oz (400 g)
Environmental	<ul style="list-style-type: none"> • Operating° Temperature: 32° to 104°F (0° to 40°C)° Humidity: 10% to 90% (noncondensing)° Max. altitude: 9843 ft (3000 m) @ 40°C• Nonoperating (storage and transportation)° Temperature: -22° to 158°F (-30° to 70°C)° Humidity: 10% to 90% (noncondensing)° Max. altitude: 15,000 ft (4500 m) @ 25°C
System	<ul style="list-style-type: none"> • 1 GB DRAM • 256 MB flash • 710 MHz quad core
Input power requirements	<ul style="list-style-type: none"> • Power injector: AIR-PWRINJ5= or AIR-PWRINJ6=
Powering options	<ul style="list-style-type: none"> • 802.3af/at Ethernet switch • Optional Cisco power injectors (AIR-PWRINJ5=, AIR-PWRINJ6=)
Power draw	<ul style="list-style-type: none"> • 8.3W (maximum, on PoE)
Physical security	<ul style="list-style-type: none"> • Torx security screw, included with the access point
Mounting	<ul style="list-style-type: none"> • Included with the access point: mounting bracket AIR-AP-BRACKET8
Accessories	<ul style="list-style-type: none"> • Mounting bracket: AIR-AP-BRACKET8= (available as spare) • Physical security kit: AIR-SEC-50= (sold separately), with 50 pcs. Security screws used to secure access point onto wall-mounting bracket, 50 pcs. RJ-45 caps and 2 pcs. unlock keys used to block physical access to Ethernet ports
Warranty	Limited Lifetime Hardware Warranty

<p>Cisco Aironet 1815i</p>	<ul style="list-style-type: none"> • AIR-AP1815i-x-K9: Dual-band, controller-based 802.11a/g/n/ac, Wave 2 • AIR-AP1815i-x-K9C: Dual-band 802.11a/g/n/ac Wave 2 with default software Mobility Express <ul style="list-style-type: none"> ◦ Regulatory domains: (x = regulatory domain) ◦ For Mobility Express, part number AIR-AP1815i-x-K9C offers default software option Mobility Express <p>Customers are responsible for verifying approval for use in their individual countries. To verify approval that corresponds to a particular country or the regulatory domain used in a specific country, visit https://www.cisco.com/go/aironet/compliance. Not all regulatory domains have been approved. As they are approved, the part numbers will be available on the Global Price List.</p>
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Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.
25. **WARRANTY, MAINTENANCE AND ASSURANCE**
26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
27. **SERVICES**
28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.
29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**
- Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.
30. **FORCE MAJEURE**
- Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.
- 31 **TERMS OF PAYMENT**
- Payment of contract price shall be made in the following manner.
- Payment will be made as agreed.
32. Following Documents will be part of this agreement and will be bounding on the vendor.
- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :
CNIC # _____
Address: _____

Client: For and on behalf of
Sukkur IBA University

Witnesses:

Signature: _____
Name: _____
CNIC # _____
Address: _____

Signature: _____
Name: _____
CNIC # _____
Address _____

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		Sukkur IBA University www.iba-suk.edu.pk	
TENDER NOTICE Tender # PROC/302			
Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on "Single stage two envelope basis" .			
S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowlers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks
Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for Rs. 1000/= each item (Non-refundable) in favor of Sukkur IBA University from the office of the Procurement Department Sukkur IBA University on any working day July 04, 2022 to July 22, 2022 . The Last date for the submission of bids is July 23, 2022, 2022 up to 1300 Hours . The technical bids will be opened on the same day at 1330 Hours in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. 2% of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.			
PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk			
REGISTRAR SUKKUR IBA UNIVERSITY Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42 Fax: 071-5804419		PID(H) 01/2022	
MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE			

Tender # Proc/302



Tender Document

Electronics Items

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.

1.8.2. Number of engineers and technical staff in Vendor's office

1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.

1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

1.9. The Bidder shall provide following information with respect to its Company Profile

1.9.1. Registered Name of the Organization.

1.9.2. National Tax Number, Sales Tax Number and GST number

1.9.3. Head Office address.

1.9.4. Management structure & Organization Chart

1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person

1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.

1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.

1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof

1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.

1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.

1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the

equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Payment will be Within 30 days after satisfactory delivery of items

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

Electronics Items

LED 55" Android C715Series Samsung/TCL QLED/Equivalent
Quantity – 03

LED32" Android S65A Samsung /Equivalent
Quantity 24

Refrigerator

Single Door Room Fridge (Small Size) HRF-136WL Haier/Equivalent Single Door Refrigerator
130Liter white Color
Quantity – 24

Deep Freezer

Double Door Deep Freezer 18CFT Waves WDF-318/Equivalent
Qty: 01

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

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- Payment of contract price shall be made in the following manner.
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- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

CNIC # _____

Address: _____

Signature: _____

Name: _____

CNIC # _____

Address _____

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Sukkur IBA University
www.iba-suk.edu.pk

TENDER NOTICE

Tender # PROC/302

Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on **"Single stage two envelope basis"**.

S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowzers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks

Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for **Rs. 1000/=** each item (Non-refundable) in favor of **Sukkur IBA University** from the office of the **Procurement Department Sukkur IBA University** on any working day **July 04, 2022 to July 22, 2022**. The Last date for the submission of bids is **July 23, 2022, 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR

SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42

Fax: 071-5804419

PID(H) 01/2022

MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE

Tender # Proc/302



Tender Document

5/6 KVA UPS

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

- 1.1 Documents should be properly signed and stamped by competent authority.
- 1.2. Detail of repair & maintenance facilities
- 1.3. Structure/Organizational Chart.
- 1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.
- 1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.
- 1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.
The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.
- 1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.
 - 1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership
 - 1.7.2. Duration and scope of association in the current capacity with the Principal
 - 1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.

1.8.2. Number of engineers and technical staff in Vendor's office

1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.

1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

1.9. The Bidder shall provide following information with respect to its Company Profile

1.9.1. Registered Name of the Organization.

1.9.2. National Tax Number, Sales Tax Number and GST number

1.9.3. Head Office address.

1.9.4. Management structure & Organization Chart

1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person

1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.

1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.

1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof

1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.

1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.

1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the

equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Payment will be Within 30 days after satisfactory delivery of items

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

UPSs

APC 6KVA or equivalent UPS Part # SRV6KI

Online Double conversion pure

sine wave / Single Phase in

Single Phase out/PF -1 UPS

Warranty 2 years 1 year

Warranty of batteries, Backup

time –10-15 min

Quantity 8

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani

Director Procurement

Sukkur IBA University

Airport Road Sukkur

Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.
25. **WARRANTY, MAINTENANCE AND ASSURANCE**
26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
27. **SERVICES**
28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.
29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**
- Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.
30. **FORCE MAJEURE**
- Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.
- 31 **TERMS OF PAYMENT**
- Payment of contract price shall be made in the following manner.
- Payment will be made as agreed.
32. Following Documents will be part of this agreement and will be bounding on the vendor.
- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :
CNIC # _____
Address: _____

Client: For and on behalf of
Sukkur IBA University

Witnesses:

Signature: _____
Name: _____
CNIC # _____
Address: _____

Signature: _____
Name: _____
CNIC # _____
Address _____

MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE



Sukkur IBA University
www.iba-suk.edu.pk

TENDER NOTICE

Tender # PROC/302

Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on **“Single stage two envelope basis”**.

S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowzers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks

Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for **Rs. 1000/=** each item (Non-refundable) in favor of **Sukkur IBA University** from the office of the **Procurement Department Sukkur IBA University** on any working day **July 04, 2022 to July 22, 2022**. The Last date for the submission of bids is **July 23, 2022, 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR

SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42

Fax: 071-5804419

PID(H) 01/2022

MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE

Tender # Proc/302



Tender Document

Desktop Computers & Laptops

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

- 1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.
- 1.8.2. Number of engineers and technical staff in Vendor's office
- 1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.
- 1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
- 1.9. The Bidder shall provide following information with respect to its Company Profile
 - 1.9.1. Registered Name of the Organization.
 - 1.9.2. National Tax Number, Sales Tax Number and GST number
 - 1.9.3. Head Office address.
 - 1.9.4. Management structure & Organization Chart
 - 1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person
- 1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.
- 1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.
- 1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof
- 1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.
- 1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.
- 1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of

Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Sukkur IBA, being an educational institute, is exempted from GST and whole of custom duty as per S.R.O. 362(I)/2000 in case of imports therefore prefers to open LC directly in favor of principal to avail GST and Custom duties exemption but sometimes if the equipment is required urgently and import time wait is not operationally feasible then Sukkur IBA opt to buy on availability basis.

1. Please quote the rates on C&F (Cost & Freight) till Karachi port in US \$ or Euro, for in case Sukkur IBA open LC. Please clearly mention mode by Air or By Sea.

2. Please also quote rates in Pak Rupees in case Sukkur IBA opts to buy on availability basis, payment will be Within 30 days after satisfactory delivery of items for this case (if opted)

Note: Please quote rates for above both cases, it will be entirely Sukkur IBA discretion to opt whatever option (Open LC or buy on availability basis) as per requirement and situation.

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

Important Note:

Please send separate quote for each requirement, Sukkur IBA University may order some of the requirements and may not order some of the requirements, keeping in view the quoted prices and budget availability.

Requirement # 1

Technical Specification for Desktop Computers			
Model: Dell OptiPlex 7090 or equivalent			
Sr#	Item	Description	Qty
01	Processors	12th Generation Intel® Core™ i9-11900, 16 MB Cache, 8 Core, 16 Threads, 2.5 GHz to 5.2 GHz, 65 W	45
02	Chipset	Intel® Q570 Chipset	
03	Memory	16 GB, (2 x 8 GB), DDR4, 3200 MHz for 11th Generation Intel Core i9 processors	
04	Primary Hard Drive	M.2 2230 / 2280, 512 GB, PCIe NVMe Gen3 x4, Class 35 or Higher SSD	
05	Secondary Hard Disk	3.5-inch, 1 TB, 7200 RPM, SATA HDD	
06	I/O Ports	Front & Rear: 1 USB 2.0 ports with PowerShare 1 USB 2.0 ports 1 USB 3.2 Gen 2 Type-A port 1 USB 3.2 Gen 2x2 Type-C port (Gen 2x1 Type-C when configured with 10th Generation Intel® processors 1 universal audio port 3 USB 3.2 Gen 1 Type-A port 1 USB 3.2 Gen 2 Type-A port 2 USB 2.0 port with SmartPower On 2 PS/2 port 1 serial port 2 DisplayPort 1.4 ports 1 Re-tasking Line-out/Line-in audio port 1 RJ45 Ethernet port	
07	Video Card	Integrated Intel® UHD Graphics 750 or Higher	
08	Display	DELL 24' MONITOR	
09	Networking	LAN 10/100/1000 & WLAN Support (2.40 Gbps, 2.40 Ghz/5 GHz, Wi-Fi 6 (WiFi 802.11ax), Bluetooth 5.0 or Higher)	
10	Keyboard	Dell wired Keyboard	
11	Mouse	Dell wired Mouse	
12	OS	Ubuntu® Linux® 20.04 LTS, 64-bit	
13	Antitheft Lock	Cable Lock	
14	Warranty	3 Years Parts OEM on site warranty for all component	

Requirement # 2

Technical Specification for Desktop Computers			
Model: Dell OptiPlex 7090 or equivalent			
Sr#	Item	Description	Qty
01	Processors	12th Generation Intel® Core™ i9-11900, 16 MB Cache, 8 Core, 16 Threads, 2.5 GHz to 5.2 GHz, 65 W	55
02	Chipset	Intel® Q570 Chipset	
03	Memory	16 GB, (2 x 8 GB), DDR4, 3200 MHz for 11th Generation Intel Core i9 processors	
04	Primary Hard Drive	M.2 2230 / 2280, 512 GB, PCIe NVMe Gen3 x4, Class 35 or Higher SSD	
05	Secondary Hard Disk	3.5-inch, 1 TB, 7200 RPM, SATA HDD	
06	I/O Ports	Front & Rear: 1 USB 2.0 ports with PowerShare 1 USB 2.0 ports 1 USB 3.2 Gen 2 Type-A port 1 USB 3.2 Gen 2x2 Type-C port (Gen 2x1 Type-C when configured with 10th Generation Intel® processors) 1 universal audio port 3 USB 3.2 Gen 1 Type-A port 1 USB 3.2 Gen 2 Type-A port 2 USB 2.0 port with SmartPower On 2 PS/2 port 1 serial port 2 DisplayPort 1.4 ports 1 Re-tasking Line-out/Line-in audio port 1 RJ45 Ethernet port	
07	Video Card	Integrated Intel® UHD Graphics 750 or Higher	
08	Display	DELL 24' MONITOR	
09	Networking	LAN 10/100/1000 & WLAN Support (2.40 Gbps, 2.40 Ghz/5 GHz, Wi-Fi 6 (WiFi 802.11ax), Bluetooth 5.0 or Higher)	
10	Keyboard	Dell wired Keyboard	
11	Mouse	Dell wired Mouse	
12	OS	Ubuntu® Linux® 20.04 LTS, 64-bit	
13	Antitheft Lock	Cable Lock	
14	Warranty	3 Years Parts OEM on site warranty for all component	

Requirement # 3

Technical Specification for Desktop Computers			
Model: Dell OptiPlex 7090 or equivalent			
Sr#	Item	Description	Qty
01	Processors	12th Generation Intel® Core™ i9-11900, 16 MB Cache, 8 Core, 16 Threads, 2.5 GHz to 5.2 GHz, 65 W	20
02	Chipset	Intel® Q570 Chipset	
03	Memory	16 GB, (2 x 8 GB), DDR4, 3200 MHz for 11th Generation Intel Core i9 processors	
04	Primary Hard Drive	M.2 2230 / 2280, 512 GB, PCIe NVMe Gen3 x4, Class 35 or Higher SSD	
05	Secondary Hard Disk	3.5-inch, 1 TB, 7200 RPM, SATA HDD	
06	I/O Ports	Front & Rear: 1 USB 2.0 ports with PowerShare 1 USB 2.0 ports 1 USB 3.2 Gen 2 Type-A port 1 USB 3.2 Gen 2x2 Type-C port (Gen 2x1 Type-C when configured with 10th Generation Intel® processors) 1 universal audio port 3 USB 3.2 Gen 1 Type-A port 1 USB 3.2 Gen 2 Type-A port 2 USB 2.0 port with SmartPower On 2 PS/2 port 1 serial port 2 DisplayPort 1.4 ports 1 Re-tasking Line-out/Line-in audio port 1 RJ45 Ethernet port	
07	Video Card	Integrated Intel® UHD Graphics 750 or Higher	
08	Display	DELL 24' MONITOR	
09	Networking	LAN 10/100/1000 & WLAN Support (2.40 Gbps, 2.40 Ghz/5 GHz, Wi-Fi 6 (WiFi 802.11ax), Bluetooth 5.0 or Higher)	
10	Keyboard	Dell wired Keyboard	
11	Mouse	Dell wired Mouse	
12	OS	Ubuntu® Linux® 20.04 LTS, 64-bit	
13	Antitheft Lock	Cable Lock	
14	Warranty	3 Years Parts OEM on site warranty for all component	

Requirement # 4

Technical Specification for Desktop Computers			
Model: Dell OptiPlex 7090 or equivalent			
Sr#	Item	Description	Qty
01	Processors	12th Generation Intel® Core™ i9-11900, 16 MB Cache, 8 Core, 16 Threads, 2.5 GHz to 5.2 GHz, 65 W	50
02	Chipset	Intel® Q570 Chipset	
03	Memory	16 GB, (2 x 8 GB), DDR4, 3200 MHz for 11th Generation Intel Core i9 processors	
04	Primary Hard Drive	M.2 2230 / 2280, 512 GB, PCIe NVMe Gen3 x4, Class 35 or Higher SSD	
05	Secondary Hard Disk	3.5-inch, 1 TB, 7200 RPM, SATA HDD	
06	I/O Ports	Front & Rear: 1 USB 2.0 ports with PowerShare 1 USB 2.0 ports 1 USB 3.2 Gen 2 Type-A port 1 USB 3.2 Gen 2x2 Type-C port (Gen 2x1 Type-C when configured with 10th Generation Intel® processors) 1 universal audio port 3 USB 3.2 Gen 1 Type-A port 1 USB 3.2 Gen 2 Type-A port 2 USB 2.0 port with SmartPower On 2 PS/2 port 1 serial port 2 DisplayPort 1.4 ports 1 Re-tasking Line-out/Line-in audio port 1 RJ45 Ethernet port	
07	Video Card	Integrated Intel® UHD Graphics 750 or Higher	
08	Display	DELL 24' MONITOR	
09	Networking	LAN 10/100/1000 & WLAN Support (2.40 Gbps, 2.40 Ghz/5 GHz, Wi-Fi 6 (WiFi 802.11ax), Bluetooth 5.0 or Higher)	
10	Keyboard	Dell wired Keyboard	
11	Mouse	Dell wired Mouse	
12	OS	Ubuntu® Linux® 20.04 LTS, 64-bit	
13	Antitheft Lock	Cable Lock	
14	Warranty	3 Years Parts OEM on site warranty for all component	

Requirement # 5

Technical Specification for Desktop Computers			
Model: Dell OptiPlex 7090 or equivalent			
Sr#	Item	Description	Qty
01	Processors	12th Generation Intel® Core™ i9-11900, 16 MB Cache, 8 Core, 16 Threads, 2.5 GHz to 5.2 GHz, 65 W	50
02	Chipset	Intel® Q570 Chipset	
03	Memory	16 GB, (2 x 8 GB), DDR4, 3200 MHz for 11th Generation Intel Core i9 processors	
04	Primary Hard Drive	M.2 2230 / 2280, 512 GB, PCIe NVMe Gen3 x4, Class 35 or Higher SSD	
05	Secondary Hard Disk	3.5-inch, 1 TB, 7200 RPM, SATA HDD	
06	I/O Ports	Front & Rear: 1 USB 2.0 ports with PowerShare 1 USB 2.0 ports 1 USB 3.2 Gen 2 Type-A port 1 USB 3.2 Gen 2x2 Type-C port (Gen 2x1 Type-C when configured with 10th Generation Intel® processors) 1 universal audio port 3 USB 3.2 Gen 1 Type-A port 1 USB 3.2 Gen 2 Type-A port 2 USB 2.0 port with SmartPower On 2 PS/2 port 1 serial port 2 DisplayPort 1.4 ports 1 Re-tasking Line-out/Line-in audio port 1 RJ45 Ethernet port	
07	Video Card	Integrated Intel® UHD Graphics 750 or Higher	
08	Display	DELL 24' MONITOR	
09	Networking	LAN 10/100/1000 & WLAN Support (2.40 Gbps, 2.40 Ghz/5 GHz, Wi-Fi 6 (WiFi 802.11ax), Bluetooth 5.0 or Higher)	
10	Keyboard	Dell wired Keyboard	
11	Mouse	Dell wired Mouse	
12	OS	Ubuntu® Linux® 20.04 LTS, 64-bit	
13	Antitheft Lock	Cable Lock	
14	Warranty	3 Years Parts OEM on site warranty for all component	

Requirement # 6

Laptop

Laptop DELL LATITUDE 3520/Equivalent 11TH GEN Ci7-1167G7, 8GB, 512 SSD, 2GB MX450 GRAPHIC, FINGRE PRINT, BACKLIT K/B,15.6" HD, BAGPACK, DOS |
1 YEAR OFFICIAL WARRANTY

Qty: 25

Requirement # 7

Desktop Computer Qty: 07

Desktop computer dell OptiPlex 7090/Equivalent core i7
11th generation 16 GB Ram 250 GB SSD, 1TB
HDD, Keyboard and mouse with 24" LED

Requirement # 8

Desktop Computer for SIBAU Qty: 25

Desktop computer dell OptiPlex 7090/Equivalent core i7
11th generation 12 GB Ram 512GB SSD, 512GB
HDD, Keyboard and mouse with 24" LED

Important Note:

Please send separate quote for each requirement, Sukkur IBA University may order some of the requirements and may not order some of the requirements, keeping in view the quoted prices and budget availability.

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.
25. **WARRANTY, MAINTENANCE AND ASSURANCE**
26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
27. **SERVICES**
28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.
29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**
- Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.
30. **FORCE MAJEURE**
- Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.
- 31 **TERMS OF PAYMENT**
- Payment of contract price shall be made in the following manner.
- Payment will be made as agreed.
32. Following Documents will be part of this agreement and will be bounding on the vendor.
- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :
CNIC # _____
Address: _____

Client: For and on behalf of
Sukkur IBA University

Witnesses:

Signature: _____
Name: _____
CNIC # _____
Address: _____

Signature: _____
Name: _____
CNIC # _____
Address _____

MERIT-QUALITY-EXCELLENCE			
		Sukkur IBA University www.iba-suk.edu.pk	
TENDER NOTICE Tender # PROC/302			
Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on "Single stage two envelope basis" .			
S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowlers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks
Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for Rs. 1000/= each item (Non-refundable) in favor of Sukkur IBA University from the office of the Procurement Department Sukkur IBA University on any working day July 04, 2022 to July 22, 2022 . The Last date for the submission of bids is July 23, 2022, 2022 up to 1300 Hours . The technical bids will be opened on the same day at 1330 Hours in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. 2% of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.			
PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk			
REGISTRAR SUKKUR IBA UNIVERSITY Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42 Fax: 071-5804419		PID(H) 01/2022	
MERIT-QUALITY-EXCELLENCE			

Tender # Proc/302



Tender Document

Supply, Installation, Testing, Commissioning and Training of Generator

July 2022

Last Date for Submission July 23, 2022 @ 1:00 pm

Tender Opening Date July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur

Email: info@iba-suk.edu.pk

Web: "www.iba-suk.edu.pk"

Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

- 1.1 Documents should be properly signed and stamped by competent authority.
- 1.2. Detail of repair & maintenance facilities
- 1.3. Structure/Organizational Chart.
- 1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.
- 1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.
- 1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.
The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.
- 1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.
 - 1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership
 - 1.7.2. Duration and scope of association in the current capacity with the Principal
 - 1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.

1.8.2. Number of engineers and technical staff in Vendor's office

1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.

1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

1.9. The Bidder shall provide following information with respect to its Company Profile

1.9.1. Registered Name of the Organization.

1.9.2. National Tax Number, Sales Tax Number and GST number

1.9.3. Head Office address.

1.9.4. Management structure & Organization Chart

1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person

1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.

1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.

1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof

1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.

1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.

1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the

equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Sukkur IBA, being an educational institute, is exempted from GST and whole of custom duty as per S.R.O. 362(I)/2000 in case of imports therefore prefers to open LC directly in favor of principal to avail GST and Custom duties exemption but sometimes if the equipment is required urgently and import time wait is not operationally feasible then Sukkur IBA opt to buy on availability basis.

1. Please quote the rates on C&F (Cost & Freight) till Karachi port in US \$ or Euro, for in case Sukkur IBA open LC. Please clearly mention mode by Air or By Sea.
2. Please also quote rates in Pak Rupees in case Sukkur IBA opts to buy on availability basis, payment will be Within 30 days after satisfactory delivery of items for this case (if opted)

Note: Please quote rates for above both cases, it will be entirely Sukkur IBA discretion to opt whatever option (Open LC or buy on availability basis) as per requirement and situation.

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

**Supply, Installation, Testing, Commissioning and Training of
Generator**

Please see the last pages of tender documents

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.
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27. **SERVICES**
28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.
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- Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.
30. **FORCE MAJEURE**
- Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.
- 31 **TERMS OF PAYMENT**
- Payment of contract price shall be made in the following manner.
- Payment will be made as agreed.
32. Following Documents will be part of this agreement and will be bounding on the vendor.
- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

CNIC # _____

Address: _____

Signature: _____

Name: _____

CNIC # _____

Address _____

MERIT-QUALITY-EXCELLENCE			
		Sukkur IBA University www.iba-suk.edu.pk	
TENDER NOTICE Tender # PROC/302			
Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on "Single stage two envelope basis" .			
S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowlers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks
Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for Rs. 1000/= each item (Non-refundable) in favor of Sukkur IBA University from the office of the Procurement Department Sukkur IBA University on any working day July 04, 2022 to July 22, 2022 . The Last date for the submission of bids is July 23, 2022, 2022 up to 1300 Hours . The technical bids will be opened on the same day at 1330 Hours in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. 2% of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.			
PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk			
REGISTRAR SUKKUR IBA UNIVERSITY Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42 Fax: 071-5804419		PID(H) 01/2022	
MERIT-QUALITY-EXCELLENCE			

200 Kva Prime Power Diesel Generator						
S.No	Item Description		Unit	Quantity	Unit Price	Amount
1	Supply , Installation , Testing & Commissioning of 200 KVA Prime Diesel Generator with remote monitoring software , control & Software		Job	1		
2	Supply , Installation , Testing & Commissioning of onload Breaker type 450 A changeover panel	(Schneider / Terasaki)	No.	1		
3	Supply , Installation , Testing & Commissioning of Circuit Breaker	400-450A (Schneider / Terasaki) Adjustable	No.	1		
4	Installation, Testing & Commissioning of Earth Pit with Earth Resistance < 1	400-450A (Schneider / Terasaki) Adjustable	Each	1		
5	Supply and Installation of Sound Proof canopy	Easy access to the engine has been predicted from both sides for future repairs reduce the noise level by - 35 to -20 db.	No.	1		
Total Amount						
Specifications						
1	Engine Caterpillar / Cummins / Perkins UK,USA , or equivalent from the same origin					
2	Alternator Stamford, Leroy-somer UK, USA, European based or equivalent from the same origin		Stamford (CGT) / Ieroy somer or Equivalent (European) The alternator shall be drip-proof, screen protected as per IP-23 degree of Protection. The rotor shall be dynamically balanced to minimize vibration. The engine and alternator shall be directly coupled by means of self-aligning flexible. The engine and alternator shall be directly coupled by means of self-aligning flexible.			
3	COUPLING, (FG Wilson / Catterpillar /Equivalent)		The engine and alternator shall be directly coupled by means of self-aligning flexible flange coupling to avoid misalignment. The coupling shall be provided with a protecting guard to avoid accidental contract.			
4	Type		Three phase four wires, 50HZ at 1500 RPM, silent type.			
5	Output frequency		50HZ			
6	Rated speed		1500rpm			
7	Prime power		200kva			
8	Standby power / Sevice Factor		1.1			
9	Rated voltage		400v			
10	Power factor		0.8			
11	Phase		3			
12	Voltage regulation (Max.)		±1%			
13	Steady speed droop(%)		±1%			
14	Exciter type		self excitation brushless			
15	Class of Insulation		H Class			
16	Genset Controller		EMCP4 / DSE7420/ Power Wizard latest model (Which can support InteliGen NT ComAp and complete Remote monitoring capabilities)			
17	Protection grade		IP23			
18	Speed governor		Electronic			
19	Cooling system		Forced water cooling cycle			

20	Cooling system	Cooling system is designed for max ambient temp, Deg. 50C at rated load Radiator fan and belt drive Fan and belt guard Coolant drain line with valve Coolant level sensor with water level switch/ indicator Max. water temperature at load Outlet water temperature Thermostat temperature range
21	Battery Charger	Automotive Battery Charger
22	Batteries	Maintenance Free With (3 Years Warranty)
23	Engine Protections	Overload shutdown Short circuit shutdown Low oil pressure shutdown Under & Over speed shutdown Under & Over voltage shutdown Over winding temperature shutdown Phase sequence, Phase Failure monitoring and tripping Under & Over Frequency Monitoring and tripping Reverse Power Monitoring and tripping
24	Metering	Voltmeter Frequency meter Ampere meter Hour meter Alarms and faults Oil pressure gauge Water temperature gauge Battery voltage Fuel level
25	Generator Frame	Heavy duty fabricated steel skid type based frame with anti- vibration mounting /Isolators Engine and alternator shall be mounted on a same frame steel skid. Built-in damper for anti-vibration
26	Warranty	One year or 1000 working hours which one is earlier from the date of testing and commissioning

150 Kva Prime Power Diesel Generator						
S.No	Item Description		Unit	Quantity	Unit Price	Amount
1	Supply , Installation , Testing & Commissioning of 150 KVA Prime Diesel Generator with remote Monitoring system , control & Software		Job	1		
2	Supply , Installation , Testing & Commissioning of onload Breaker type 300 A changeover panel	(Schneider / Terasaki)	No.	1		
3	Supply , Installation , Testing & Commissioning of Circuit Breaker	300A (Schneider / Terasaki) Adjustable	No.	1		
4	Installation, Testing & Commissioning of Earth Pit with Earth Resistance < 1	Maintenance Free	Each	1		
5	Supply and Installation of Sound Proof canopy	Easy access to the engine has been predicted from both sides for future repairs reduce the noise level by - 35 to -20 db.	No.	1		
Total Amount						
Specifications						
1	Engine Caterpillar / Cummins / Perkins UK,USA , or equivalent from the same origin					
2	Alternator Stamford, Leroy-somer UK, USA, European based or equivalent from the same origin		Stamford (CGT) / Ieroy somer or Equivalent (European) The alternator shall be drip-proof, screen protected as per IP-23 degree of Protection. The rotor shall be dynamically balanced to minimize vibration. The engine and alternator shall be directly coupled by means of self-aligning flexible. The engine and alternator shall be directly coupled by means of self-aligning flexible.			
3	COUPLING, (FG Wilson / Catterpillar /Equivalent)		The engine and alternator shall be directly coupled by means of self-aligning flexible flange coupling to avoid misalignment. The coupling shall be provided with a protecting guard to avoid accidental contract.			
4	Type		Three phase four wires, 50HZ at 1500 RPM, silent type.			
5	Output frequency		50HZ			
6	Rated speed		1500rpm			
7	Prime power		150kva			
8	Standby power / Sevice Factor		1.1			
9	Rated voltage		400v			
10	Power factor		0.8			
11	Phase		3			
12	Voltage regulation (Max.)		±1%			
13	Steady speed droop(%)		±1%			
14	Exciter type		self excitation brushless			
15	Class of Insulation		H Class			
16	Genset Controller		EMCP4 / DSE7420/ Power Wizard latest model (Which can support InteliGen NT ComAp and complete Remote monitoring capabilities)			
17	Protection grade		IP23			
18	Speed governor		Electronic			
19	Cooling system		Forced water cooling cycle			

20	Cooling system	Cooling system is designed for max ambient temp, Deg. 50C at rated load Radiator fan and belt drive Fan and belt guard Coolant drain line with valve Coolant level sensor with water level switch/ indicator Max. water temperature at load Outlet water temperature Thermostat temperature range
21	Battery Charger	Automotive Battery Charger
22	Batteries	Maintenance Free With (3 Years Warranty)
23	Engine Protections	Overload shutdown Short circuit shutdown Low oil pressure shutdown Under & Over speed shutdown Under & Over voltage shutdown Over winding temperature shutdown Phase sequence, Phase Failure monitoring and tripping Under & Over Frequency Monitoring and tripping Reverse Power Monitoring and tripping
24	Metering	Voltmeter Frequency meter Ampere meter Hour meter Alarms and faults Oil pressure gauge Water temperature gauge Battery voltage Fuel level
25	Generator Frame	Heavy duty fabricated steel skid type based frame with anti- vibration mounting /Isolators Engine and alternator shall be mounted on a same frame steel skid. Built-in damper for anti-vibration
26	Warranty	One year or 1000 working hours which one is earlier from the date of testing and commissioning

100 Kva Prime Power Diesel Generator							
S.No	Item Description			Unit	Qty	Unit Price	Amount
1	Supply , Installation , Testing & Commissioning of 100 KVA Prime & Standby 110KVA Diesel Generator with remote monitoring system , control & Software			Job	1		
2	Supply , Installation , Testing & Commissioning of onload Breaker type 250 A changeover panel		(Schneider / Terasaki)	No.	1		
3	Supply , Installation , Testing & Commissioning of Circuit Breaker		200-250A (Schneider / Terasaki) Adjustable	No.	1		
4	Installation, Testing & Commissioning of Earth Pit with Earth Resistance < 1		Maintenance Free	Each	1		
5	Supply and Installation of Sound Proof canopy		Easy access to the engine has been predicted from both sides for future repairs reduce the noise level by -35 to -20 db.	No.	1		
Total Amount							
Specifications							
1	Engine Caterpillar / Cummins / Perkins UK,USA , or equivalent from the same origin						
2	Alternator Stamford, Leroy-somer UK, USA, European based or equivalent from the same origin		Stamford (CGT) / Ieroy somer or Equivalent (European) The alternator shall be drip-proof, screen protected as per IP-23 degree of Protection. The rotor shall be dynamically balanced to minimize vibration. The engine and alternator shall be directly coupled by means of self-aligning flexible. The engine and alternator shall be directly coupled by means of self-aligning flexible.				
3	COUPLING, (FG Wilson / Catterpillar /Equivalent)		The engine and alternator shall be directly coupled by means of self-aligning flexible flange coupling to avoid misalignment. The coupling shall be provided with a protecting guard to avoid accidental contract.				
4	Type		Three phase four wires, 50HZ at 1500 RPM, silent type.				
5	Output frequency		50HZ				
6	Rated speed		1500rpm				
7	Prime power		100kva				
8	Standby power		110kva				
9	Rated voltage		400v				
10	Power factor		0.8				
11	Phase		3				
12	Voltage regulation (Max.)		±1%				
13	Steady speed droop(%)		±1%				
14	Exciter type		self excitation brushless				
15	Class of Insulation		H Class				
16	Genset Controller		EMCP4 / DSE7420/ Power Wizard latest model (Which can support InteliGen NT ComAp and complete Remote monitoring capabilities)				
17	Protection grade		IP23				
18	Speed governor		Electronic				

19	Cooling system	Forced water cooling cycle
20	Cooling system	Cooling system is designed for max ambient temp, Deg. 50C at rated load Radiator fan and belt drive Fan and belt guard Coolant drain line with valve Coolant level sensor with water level switch/ indicator Max. water temperature at load Outlet water temperature Thermostat temperature range
21	Battery Charger	Automotive Battery Charger
22	Batteries	Maintenance Free With (3 Years Warranty)
23	Engine Protections	Overload shutdown Short circuit shutdown Low oil pressure shutdown Under & Over speed shutdown Under & Over voltage shutdown Over winding temperature shutdown Phase sequence, Phase Failure monitoring and tripping Under & Over Frequency Monitoring and tripping Reverse Power Monitoring and tripping
24	Metering	Voltmeter Frequency meter Ampere meter Hour meter Alarms and faults Oil pressure gauge Water temperature gauge Battery voltage Fuel level
25	Generator Frame	Heavy duty fabricated steel skid type based frame with anti- vibration mounting /Isolators Engine and alternator shall be mounted on a same frame steel skid. Built-in damper for anti-vibration
26	Warranty	One year or 1000 working hours which one is earlier from the date of testing and commissioning

Tender # Proc/302



Tender Document

License Renewal of Trend Micro Endpoint

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

- 1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.
- 1.8.2. Number of engineers and technical staff in Vendor's office
- 1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.
- 1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
- 1.9. The Bidder shall provide following information with respect to its Company Profile
 - 1.9.1. Registered Name of the Organization.
 - 1.9.2. National Tax Number, Sales Tax Number and GST number
 - 1.9.3. Head Office address.
 - 1.9.4. Management structure & Organization Chart
 - 1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person
- 1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.
- 1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.
- 1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof
- 1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.
- 1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.
- 1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of

Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Sukkur IBA, being an educational institute, is exempted from GST and whole of custom duty as per S.R.O. 362(I)/2000 in case of imports therefore prefers to open LC directly in favor of principal to avail GST and Custom duties exemption but sometimes if the equipment is required urgently and import time wait is not operationally feasible then Sukkur IBA opt to buy on availability basis.

1. Please quote the rates on C&F (Cost & Freight) till Karachi port in US \$ or Euro, for in case Sukkur IBA open LC. Please clearly mention mode by Air or By Sea.

2. Please also quote rates in Pak Rupees in case Sukkur IBA opts to buy on availability basis, payment will be Within 30 days after satisfactory delivery of items for this case (if opted)

Note: Please quote rates for above both cases, it will be entirely Sukkur IBA discretion to opt whatever option (Open LC or buy on availability basis) as per requirement and situation.

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

License Renewal of TrendMicro Endpoint Security Protection

Scope of Work

Sukkur IBA is using TrendMicro Endpoint Protection (Apex One) Smart Protection Suite for Endpoints security protection which needs to be upgraded with advanced automated detection and response capabilities against a variety of threats, and ransomware.

Technical Specification:

01. Bidder is required to implement product license renewal for 1 year.
02. Bidder is required to upgrade and update the software and patches of existing TrendMicro on-premises servers (Apex One and Central)
03. Bidder is required to deploy TrendMicro agents on all required machines
04. The upgraded solution must have protection for Advance Malware and Ransomware
05. The upgraded solution must have Machine Learning capability on pre-execution and during run-time
06. The upgraded solution must have kernel-based technology to catch C&C call backs that are not browser based
07. The upgraded solution must have technologies to auto detect, stop and restore encrypted files from ransomware
08. The upgraded solution must include DLP functionality on endpoint for preventing sensitive information leakage via web, email and USB channel
09. The upgraded solution must provide a way to find and locate sensitive information on endpoints
10. The upgraded solution must restrict printing of sensitive information
11. The upgraded solution must restrict print-screen
12. The upgraded solution must support HTTP, HTTPS, FTP and SMB protocols
13. The upgraded solution must discover sensitive data on the systems
14. The upgraded solution must monitor data that is being copied to USB and show what data was copied by the user
15. Encrypts private data with fully integrated, full disk, file folder, USB, removable media encryption
16. The upgraded solution must have application control.

17. The upgraded solution must have vulnerability protection with details of protecting vulnerabilities.

18. Bidder must ensure security and compliance of the Sukkur IBA Endpoint and Server computers.

19. Solution license quantity should be 300.

20. Bidder is required to train 2 officials about implementing, understanding and management of TrendMicro Security Solution.

Trainings:

21. Onsite deployment training must be provided, and it should cover the deployment, configuration, management, upgrade, and reporting aspects of solution

22. Product training (Trend Micro Apex One Training for Certified Professionals) must be provided.

23. Security Professional training (OSCP) must be included along with practice labs and certification.

Terms and Conditions:

Bidder should be authorized partner of TrendMicro.

Bidder should have experience of implementation of similar projects with any Public Sector University

Bidder should have TrendMicro Certified Professionals.

24x7 upgraded product support must be provided for 1 year.

Qty 300

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.
25. **WARRANTY, MAINTENANCE AND ASSURANCE**
26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
27. **SERVICES**
28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.
29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**
- Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.
30. **FORCE MAJEURE**
- Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.
- 31 **TERMS OF PAYMENT**
- Payment of contract price shall be made in the following manner.
- Payment will be made as agreed.
32. Following Documents will be part of this agreement and will be bounding on the vendor.
- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

CNIC # _____

Address: _____

Signature: _____

Name: _____

CNIC # _____

Address _____

MERIT-QUALITY-EXCELLENCE			
		Sukkur IBA University www.iba-suk.edu.pk	
TENDER NOTICE Tender # PROC/302			
Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on "Single stage two envelope basis" .			
S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowlers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks
Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for Rs. 1000/= each item (Non-refundable) in favor of Sukkur IBA University from the office of the Procurement Department Sukkur IBA University on any working day July 04, 2022 to July 22, 2022 . The Last date for the submission of bids is July 23, 2022, 2022 up to 1300 Hours . The technical bids will be opened on the same day at 1330 Hours in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. 2% of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.			
PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk			
REGISTRAR SUKKUR IBA UNIVERSITY Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42 Fax: 071-5804419		PID(H) 01/2022	
MERIT-QUALITY-EXCELLENCE			

Tender # Proc/302



Tender Document

IP Phones

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

- 1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.
- 1.8.2. Number of engineers and technical staff in Vendor's office
- 1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.
- 1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
- 1.9. The Bidder shall provide following information with respect to its Company Profile
 - 1.9.1. Registered Name of the Organization.
 - 1.9.2. National Tax Number, Sales Tax Number and GST number
 - 1.9.3. Head Office address.
 - 1.9.4. Management structure & Organization Chart
 - 1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person
- 1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.
- 1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.
- 1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof
- 1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.
- 1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.
- 1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of

Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Sukkur IBA, being an educational institute, is exempted from GST and whole of custom duty as per S.R.O. 362(I)/2000 in case of imports therefore prefers to open LC directly in favor of principal to avail GST and Custom duties exemption but sometimes if the equipment is required urgently and import time wait is not operationally feasible then Sukkur IBA opt to buy on availability basis.

1. Please quote the rates on C&F (Cost & Freight) till Karachi port in US \$ or Euro, for in case Sukkur IBA open LC. Please clearly mention mode by Air or By Sea.

2. Please also quote rates in Pak Rupees in case Sukkur IBA opts to buy on availability basis, payment will be Within 30 days after satisfactory delivery of items for this case (if opted)

Note: Please quote rates for above both cases, it will be entirely Sukkur IBA discretion to opt whatever option (Open LC or buy on availability basis) as per requirement and situation.

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

Cisco IP Telephony Setup or Equivalent			
S.N	Part	Cisco - CP-3905 SIP Phone or equivalent	QTY
1	CP-3905=	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	100
2	CON-SNT-CP3905	SNTC-8X5XNBD Cisco Unified SIP Phone 3905, Charcoal,	100
3	CP-3905-PWR-CE=	Power Adapter for Cisco Unified SIP Phone 3905, Europe	100
4	Cisco Collaboration Flex Plan 3.0		
5	A-FLEX-3	Collaboration Flex Plan 3.0	2
6	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	2
7	A-FLEX-NUPL-A	NU On-Premises Calling Access	100
8	A-FLEX-SRST-E	SRST Endpoints (1)	100
9	A-FLEX-P-ACC	Access Smart License (1)	100
10	A-FLEX-P-ER	Emergency Responder Smart License (1)	100
11	A-FLEX-SW-12.5-K9	On-Premises & Partner Hosted Calling SW Bundle v12.5 (1)	2

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.

25. **WARRANTY, MAINTENANCE AND ASSURANCE**

26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

27. **SERVICES**

28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.

29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**

Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.

30. **FORCE MAJEURE**

Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.

31 **TERMS OF PAYMENT**

Payment of contract price shall be made in the following manner.

Payment will be made as agreed.

32. Following Documents will be part of this agreement and will be bounding on the vendor.

Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.

33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.

34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

CNIC # _____

Address: _____

Signature: _____

Name: _____

CNIC # _____

Address _____

MERIT-QUALITY-EXCELLENCE			
		Sukkur IBA University www.iba-suk.edu.pk	
TENDER NOTICE Tender # PROC/302			
Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on "Single stage two envelope basis" .			
S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowlers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks
Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for Rs. 1000/= each item (Non-refundable) in favor of Sukkur IBA University from the office of the Procurement Department Sukkur IBA University on any working day July 04, 2022 to July 22, 2022 . The Last date for the submission of bids is July 23, 2022, 2022 up to 1300 Hours . The technical bids will be opened on the same day at 1330 Hours in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. 2% of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.			
PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk			
REGISTRAR SUKKUR IBA UNIVERSITY Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42 Fax: 071-5804419		PID(H) 01/2022	
MERIT-QUALITY-EXCELLENCE			

Tender # Proc/302



Tender Document

Printing & Stationary

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.

1.8.2. Number of engineers and technical staff in Vendor's office

1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.

1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

1.9. The Bidder shall provide following information with respect to its Company Profile

1.9.1. Registered Name of the Organization.

1.9.2. National Tax Number, Sales Tax Number and GST number

1.9.3. Head Office address.

1.9.4. Management structure & Organization Chart

1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person

1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.

1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.

1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof

1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.

1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.

1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the

equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Payment will be Within 30 days after satisfactory delivery of items

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

Printing & Stationery

	Qty
Envelopes Craft Paper 150gsm14x12(Large Size - Brown Color)	35,000
Envelopes (A-4)	35,000
Sticker A-4 White half cutting	10,000
Answer Copies Legal Size 75gsm 20 Pages Stick Binding	50,000

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.
25. **WARRANTY, MAINTENANCE AND ASSURANCE**
26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
27. **SERVICES**
28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.
29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**
- Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.
30. **FORCE MAJEURE**
- Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.
- 31 **TERMS OF PAYMENT**
- Payment of contract price shall be made in the following manner.
- Payment will be made as agreed.
32. Following Documents will be part of this agreement and will be bounding on the vendor.
- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :
CNIC # _____
Address: _____

Client: For and on behalf of
Sukkur IBA University

Witnesses:

Signature: _____
Name: _____
CNIC # _____
Address: _____

Signature: _____
Name: _____
CNIC # _____
Address _____

MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE



Sukkur IBA University
www.iba-suk.edu.pk

TENDER NOTICE

Tender # PROC/302

Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on **“Single stage two envelope basis”**.

S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowlers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks

Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for **Rs. 1000/=** each item (Non-refundable) in favor of **Sukkur IBA University** from the office of the **Procurement Department Sukkur IBA University** on any working day **July 04, 2022 to July 22, 2022**. The Last date for the submission of bids is **July 23, 2022, 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR

SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42

Fax: 071-5804419

PID(H) 01/2022

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Tender # Proc/302



Tender Document

Printers & Toners

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.

1.8.2. Number of engineers and technical staff in Vendor's office

1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.

1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

1.9. The Bidder shall provide following information with respect to its Company Profile

1.9.1. Registered Name of the Organization.

1.9.2. National Tax Number, Sales Tax Number and GST number

1.9.3. Head Office address.

1.9.4. Management structure & Organization Chart

1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person

1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.

1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.

1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof

1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.

1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.

1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the

equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Payment will be Within 30 days after satisfactory delivery of items

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

Printers & Toners	Qty
Laserjet Printer 40-60ppm HP/or Equivalent	08
Laserjet Printer 40-55ppm Canon/or Equivalent	08
HP Toner 037-A/ or Equivalent	50
Canon Toner 039H or Equivalent	50
HP Toner 76-A or Equivalent	18
HP Toner 26-A or Equivalent	18

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
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- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :
CNIC # _____
Address: _____

Client: For and on behalf of
Sukkur IBA University

Witnesses:

Signature: _____
Name: _____
CNIC # _____
Address: _____

Signature: _____
Name: _____
CNIC # _____
Address _____

MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE



Sukkur IBA University
www.iba-suk.edu.pk

TENDER NOTICE

Tender # PROC/302

Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on **“Single stage two envelope basis”**.

S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowzers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks

Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for **Rs. 1000/=** each item (Non-refundable) in favor of **Sukkur IBA University** from the office of the **Procurement Department Sukkur IBA University** on any working day **July 04, 2022 to July 22, 2022**. The Last date for the submission of bids is **July 23, 2022, 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR

SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42

Fax: 071-5804419

PID(H) 01/2022

MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE

Tender # Proc/302



Tender Document

Cameras

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.

1.8.2. Number of engineers and technical staff in Vendor's office

1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.

1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

1.9. The Bidder shall provide following information with respect to its Company Profile

1.9.1. Registered Name of the Organization.

1.9.2. National Tax Number, Sales Tax Number and GST number

1.9.3. Head Office address.

1.9.4. Management structure & Organization Chart

1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person

1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.

1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.

1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof

1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.

1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.

1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the

equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Payment will be Within 30 days after satisfactory delivery of items

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

Cameras

PTZ Camera Hikvision DS-2DF6A436X-AEL (T3) or Equivalent
Qty: 04

256 CHANNEL NVR with storage 24TB Hikvision or equivalent
Qty: 01

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.
25. **WARRANTY, MAINTENANCE AND ASSURANCE**
26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
27. **SERVICES**
28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.
29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**
- Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.
30. **FORCE MAJEURE**
- Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to over come.
- 31 **TERMS OF PAYMENT**
- Payment of contract price shall be made in the following manner.
- Payment will be made as agreed.
32. Following Documents will be part of this agreement and will be bounding on the vendor.
- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :
CNIC # _____
Address: _____

Client: For and on behalf of
Sukkur IBA University

Witnesses:

Signature: _____
Name: _____
CNIC # _____
Address: _____

Signature: _____
Name: _____
CNIC # _____
Address _____



Sukkur IBA University
www.iba-suk.edu.pk

TENDER NOTICE

Tender # PROC/302

Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on **"Single stage two envelope basis"**.

S.#	ITEMS	S.#	ITEMS
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02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
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Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for **Rs. 1000/=** each item (Non-refundable) in favor of **Sukkur IBA University** from the office of the **Procurement Department Sukkur IBA University** on any working day **July 04, 2022 to July 22, 2022**. The Last date for the submission of bids is **July 23, 2022, 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR

PID(H) 01/2022

SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42

Fax: 071-5804419

Tender # Proc/302



Tender Document

Cisco or Equivalent Switches

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

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S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
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02								
03								
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Documents/Details Required.

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1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

- 1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.
- 1.8.2. Number of engineers and technical staff in Vendor's office
- 1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.
- 1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
- 1.9. The Bidder shall provide following information with respect to its Company Profile
 - 1.9.1. Registered Name of the Organization.
 - 1.9.2. National Tax Number, Sales Tax Number and GST number
 - 1.9.3. Head Office address.
 - 1.9.4. Management structure & Organization Chart
 - 1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person
- 1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.
- 1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.
- 1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof
- 1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.
- 1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.
- 1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of

Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Sukkur IBA, being an educational institute, is exempted from GST and whole of custom duty as per S.R.O. 362(I)/2000 in case of imports therefore prefers to open LC directly in favor of principal to avail GST and Custom duties exemption but sometimes if the equipment is required urgently and import time wait is not operationally feasible then Sukkur IBA opt to buy on availability basis.

1. Please quote the rates on C&F (Cost & Freight) till Karachi port in US \$ or Euro, for in case Sukkur IBA open LC. Please clearly mention mode by Air or By Sea.

2. Please also quote rates in Pak Rupees in case Sukkur IBA opts to buy on availability basis, payment will be Within 30 days after satisfactory delivery of items for this case (if opted)

Note: Please quote rates for above both cases, it will be entirely Sukkur IBA discretion to opt whatever option (Open LC or buy on availability basis) as per requirement and situation.

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY**Quantity 3 each**

Part Number	Description	Service Duration (Months)	Qty
N9K-C9348GC-FXP	Nexus 9300 with 48p 100M/1GT, 4p 10/25G & 2p 40/100G QSFP28	---	3
CON-SNT-N9348F	SNTC-8X5XNBD Nexus 9300 with 48p 100M/1G, 4p 10/25G S	12	3
NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	---	3
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	---	3
NXA-PAC-350W-PI	Nexus NEBs AC 350W PSU - Port Side Intake	---	6
CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	---	6
NXA-FAN-30CFM-B	Nexus Fan, 30CFM, port side intake airflow	---	9
MODE-NXOS	Dummy PID for mode selection	---	3
NXOS-CS-10.2.3F	Nexus 9500, 9300 NX-OS Software 10.2.3 (64bit) Cisco Silicon	---	3
C1-SUBS-OPTOUT	OPT OUT FOR "Default" DCN Subscription Selection	---	3

Model: Cisco 9300, C1000 or equivalent model support with 740 PoE Power Supportor Equivalent	QTY
48 10/100/1000Base-T Ethernet ports POE+ 740W and 4 port 10 Gbps SFP+	3
Switch capacity 170 Gbps	3
Port-based VLANs (4,094 VLANs)	3
QinQ and selective QinQ	3
Voice VLAN	3
Protocol-based VLANs	3
static routes	3
BPDU Guard	3
MSTP protocol	3
IPv6 multicast VLAN	3
IPv4/IPv6 addresses	3
Supports maximum frame size of 9 KB	3
Port mirroring	3
AAA authentication	3
RADIUS authentication	3
IP Source Guard	3
Port-based and MAC address-based authentication	3
Configuration through CLI	3
Remote configuration through Telnet	3
Configuration through Console port	3
Training 2 person	3
The proposed product should be covered for 24x7 Advance Replacement Hardware Warranty for 1 Year	
SFP+ Single/ Multimode Support OM3	

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.

25. **WARRANTY, MAINTENANCE AND ASSURANCE**

26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

27. **SERVICES**

28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.

29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**

Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.

30. **FORCE MAJEURE**

Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.

31 **TERMS OF PAYMENT**

Payment of contract price shall be made in the following manner.

Payment will be made as agreed.

32. Following Documents will be part of this agreement and will be bounding on the vendor.

Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.

33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.

34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

CNIC # _____

Address: _____

Signature: _____

Name: _____

CNIC # _____

Address _____

MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE

 **Sukkur IBA University**
www.iba-suk.edu.pk

TENDER NOTICE

Tender # PROC/302

Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on **"Single stage two envelope basis"**.

S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowlers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks

Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for **Rs. 1000/=** each item (Non-refundable) in favor of **Sukkur IBA University** from the office of the **Procurement Department Sukkur IBA University** on any working day **July 04, 2022 to July 22, 2022**. The Last date for the submission of bids is **July 23, 2022, 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR PID(H) 01/2022
SUKKUR IBA UNIVERSITY
Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42
Fax: 071-5804419

MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE

Tender # Proc/302



Tender Document

Bedding Items

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

- 1.1 Documents should be properly signed and stamped by competent authority.
- 1.2. Detail of repair & maintenance facilities
- 1.3. Structure/Organizational Chart.
- 1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.
- 1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.
- 1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.
The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.
- 1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.
 - 1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership
 - 1.7.2. Duration and scope of association in the current capacity with the Principal
 - 1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.

1.8.2. Number of engineers and technical staff in Vendor's office

1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.

1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

1.9. The Bidder shall provide following information with respect to its Company Profile

1.9.1. Registered Name of the Organization.

1.9.2. National Tax Number, Sales Tax Number and GST number

1.9.3. Head Office address.

1.9.4. Management structure & Organization Chart

1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person

1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.

1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.

1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof

1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.

1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.

1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the

equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Payment will be Within 30 days after satisfactory delivery of items

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

Bedding Items

Bed Sheet Sets (White)

White Stripe Satin T-250 Bed Sheet Set 2021 (King Size Bed) Gul Ahmed/ or Equivalent

Qty: 100

Pillows

White Gul Ahmed/or Equivalent

Qty: 75

Towel Set /Towel

Bath Towel 27 x 55 Ideas by Gul Ahmed/or Equivalent

Qty: 100

Blanket Cover (White)

White Blanket cover for Double Bed Blanket

Qty: 100

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.
25. **WARRANTY, MAINTENANCE AND ASSURANCE**
26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
27. **SERVICES**
28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.
29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**
- Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.
30. **FORCE MAJEURE**
- Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.
- 31 **TERMS OF PAYMENT**
- Payment of contract price shall be made in the following manner.
- Payment will be made as agreed.
32. Following Documents will be part of this agreement and will be bounding on the vendor.
- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

CNIC # _____

Address: _____

Signature: _____

Name: _____

CNIC # _____

Address _____



Sukkur IBA University
www.iba-suk.edu.pk

TENDER NOTICE

Tender # PROC/302

Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on **"Single stage two envelope basis"**.

S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowlers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks

Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for **Rs. 1000/=** each item (Non-refundable) in favor of **Sukkur IBA University** from the office of the **Procurement Department Sukkur IBA University** on any working day **July 04, 2022 to July 22, 2022**. The Last date for the submission of bids is **July 23, 2022, 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR

PID(H) 01/2022

SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42

Fax: 071-5804419

Tender # Proc/302



Tender Document

Gym Equipment

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

- 1.1 Documents should be properly signed and stamped by competent authority.
- 1.2. Detail of repair & maintenance facilities
- 1.3. Structure/Organizational Chart.
- 1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.
- 1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.
- 1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.
The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.
- 1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.
 - 1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership
 - 1.7.2. Duration and scope of association in the current capacity with the Principal
 - 1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.

1.8.2. Number of engineers and technical staff in Vendor's office

1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.

1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

1.9. The Bidder shall provide following information with respect to its Company Profile

1.9.1. Registered Name of the Organization.

1.9.2. National Tax Number, Sales Tax Number and GST number

1.9.3. Head Office address.

1.9.4. Management structure & Organization Chart

1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person

1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.

1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.

1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof

1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.

1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.

1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the

equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Payment will be Within 30 days after satisfactory delivery of items

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

GYM Equipment

Treadmill Manual Qty: 02



Ec7006 Hot Sale New Curl or equivalent Self Generating Treadmill /Exercise Running Machine

Elliptical Machine Qty: 01
EK-x6 R China or Equivalent

Multi-Function Cable Cross Qty: 01
IFFTB Impulse China or Equivalent

Spin Bike Qty: 02
Model: S-22 or equivalent

Plates 5K Qty: 10
Plates 10KG Qty: 10

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision

of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 22. **DELIVERY & INSTALLATION**
 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.
 24. Delivery period will be as communicated through emails to the vendor by client.
 25. **WARRANTY, MAINTENANCE AND ASSURANCE**

26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

27. SERVICES

28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.

29. LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.

Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.

30. FORCE MAJEURE

Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.

31 TERMS OF PAYMENT

Payment of contract price shall be made in the following manner.

Payment will be made as agreed.

32. Following Documents will be part of this agreement and will be bounding on the vendor.

Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.

33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.

34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

CNIC # _____

Address: _____

Signature: _____

Name: _____

CNIC # _____

Address _____

MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE

 **Sukkur IBA University**
www.iba-suk.edu.pk

TENDER NOTICE
Tender # PROC/302

Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on **"Single stage two envelope basis"**.

S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowzers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks

Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for **Rs. 1000/=** each item (Non-refundable) in favor of **Sukkur IBA University** from the office of the **Procurement Department Sukkur IBA University** on any working day **July 04, 2022 to July 22, 2022**. The Last date for the submission of bids is **July 23, 2022, 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR PID(H) 01/2022
SUKKUR IBA UNIVERSITY
Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42
Fax: 071-5804419

MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE

Tender # Proc/302



Tender Document

RFID Card Printer with Accessories

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.

1.8.2. Number of engineers and technical staff in Vendor's office

1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.

1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

1.9. The Bidder shall provide following information with respect to its Company Profile

1.9.1. Registered Name of the Organization.

1.9.2. National Tax Number, Sales Tax Number and GST number

1.9.3. Head Office address.

1.9.4. Management structure & Organization Chart

1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person

1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.

1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.

1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof

1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.

1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.

1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

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2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

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2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

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equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

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Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
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2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
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6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Payment will be Within 30 days after satisfactory delivery of items

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

RFID Card Printer with Accessories

1. Avansia or Equivalent	Qty: 01
2. Colour Ribbon for Avansia (400 prints) YMCK RT	Qty: 15
3. Clear Transfer Film Avansia (500 prints)	Qty: 15
4. Cleaning Kit	Qty: 15
5. RFID Students ID Cards.	Qty: 3000

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.
25. **WARRANTY, MAINTENANCE AND ASSURANCE**
26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
27. **SERVICES**
28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.
29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**
- Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.
30. **FORCE MAJEURE**
- Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to over come.
- 31 **TERMS OF PAYMENT**
- Payment of contract price shall be made in the following manner.
- Payment will be made as agreed.
32. Following Documents will be part of this agreement and will be bounding on the vendor.
- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

CNIC # _____

Address: _____

Signature: _____

Name: _____

CNIC # _____

Address _____



Sukkur IBA University
www.iba-suk.edu.pk

TENDER NOTICE

Tender # PROC/302

Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on **"Single stage two envelope basis"**.

S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowlers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks

Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for **Rs. 1000/=** each item (Non-refundable) in favor of **Sukkur IBA University** from the office of the **Procurement Department Sukkur IBA University** on any working day **July 04, 2022 to July 22, 2022**. The Last date for the submission of bids is **July 23, 2022, 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR

PID(H) 01/2022

SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42

Fax: 071-5804419

Tender # Proc/302



Tender Document

Water Bowsers

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.

1.8.2. Number of engineers and technical staff in Vendor's office

1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.

1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

1.9. The Bidder shall provide following information with respect to its Company Profile

1.9.1. Registered Name of the Organization.

1.9.2. National Tax Number, Sales Tax Number and GST number

1.9.3. Head Office address.

1.9.4. Management structure & Organization Chart

1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person

1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.

1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.

1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof

1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.

1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.

1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the

equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Payment will be Within 30 days after satisfactory delivery of items

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

Water Browsers

Water Bowser oval shape 10000 litter capacity Qty: 2

- 1= C Channel 8"+3" for chassis
- 2=Excel Dual wheel heavy-duty pipe 80 schedule
- 3=Baring and hub nut bolt size j6 standard
- 4= Rime and tyre size 8x20x25
- 5= Tank sheet 5mm thick
- 6= Paint one Cote primer and tow Cote animal paint

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.
25. **WARRANTY, MAINTENANCE AND ASSURANCE**
26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
27. **SERVICES**
28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.
29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**
- Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.
30. **FORCE MAJEURE**
- Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.
- 31 **TERMS OF PAYMENT**
- Payment of contract price shall be made in the following manner.
- Payment will be made as agreed.
32. Following Documents will be part of this agreement and will be bounding on the vendor.
- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

CNIC # _____

Address: _____

Signature: _____

Name: _____

CNIC # _____

Address _____

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Sukkur IBA University
www.iba-suk.edu.pk

TENDER NOTICE

Tender # PROC/302

Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on **“Single stage two envelope basis”**.

S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowlers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks

Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for **Rs. 1000/=** each item (Non-refundable) in favor of **Sukkur IBA University** from the office of the **Procurement Department Sukkur IBA University** on any working day **July 04, 2022 to July 22, 2022**. The Last date for the submission of bids is **July 23, 2022, 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR

SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42

Fax: 071-5804419

PID(H) 01/2022

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Tender # Proc/302



Tender Document

**Supply, Installation, Testing, Commissioning and Training of
50 KVA Solar System**

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.

1.8.2. Number of engineers and technical staff in Vendor's office

1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.

1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

1.9. The Bidder shall provide following information with respect to its Company Profile

1.9.1. Registered Name of the Organization.

1.9.2. National Tax Number, Sales Tax Number and GST number

1.9.3. Head Office address.

1.9.4. Management structure & Organization Chart

1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person

1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.

1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.

1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof

1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.

1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.

1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the

equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Sukkur IBA, being an educational institute, is exempted from GST and whole of custom duty as per S.R.O. 362(I)/2000 in case of imports therefore prefers to open LC directly in favor of principal to avail GST and Custom duties exemption but sometimes if the equipment is required urgently and import time wait is not operationally feasible then Sukkur IBA opt to buy on availability basis.

1. Please quote the rates on C&F (Cost & Freight) till Karachi port in US \$ or Euro, for in case Sukkur IBA open LC. Please clearly mention mode by Air or By Sea.
2. Please also quote rates in Pak Rupees in case Sukkur IBA opts to buy on availability basis, payment will be Within 30 days after satisfactory delivery of items for this case (if opted)

Note: Please quote rates for above both cases, it will be entirely Sukkur IBA discretion to opt whatever option (Open LC or buy on availability basis) as per requirement and situation.

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

50 KVA Off Grid Solar System				
S.N	Item Details	Brand	Qty	Unit
1	Supply, Installation, Testing & Commissioning of Solar Panel Mono-PERC (Crystalline)-545W or >545W with 30 Year linear Warranty & 10 years workmanship warranty with 21 % Efficiency and CE Certified with availability of flash test reports of quality from manufacturer.	Longi /Canadian Solar or equivalent	92	No.s
2	Supply, Installation, Testing & Commissioning of Hybrid Solar Power Inverter (Inverex (Nitrox) /Equivalent), 6 KW with 5 Year Warranty	Inverex-Nitrox /Equivalent	8	No.
3	Supply, Installation, Testing & Commissioning of Tubular 12V-230Ah (TX-2500 /equivalent)batteries with complete wiring	Phoenix Tubular /Equivalent	40	No.
4	Battery Racks /Cabinet	Powder Coated Rust free	8	No.
5	PV Breaker (DC)	ABB/Schneider or equivalent (1500V ,16 A), 2-pole, 16A	24	No.
6	Battery Breaker(DC) Schneider/Equivalent with its Battery Cable (DC) Pakistan cables/Equivalent at Losses less than 1%	ABB/Schneider or equivalent , DC-100A ,2-Pole	8	Job
7	Battery Breaker Box (IP-54) , GI Powder Coated 14 Guage	Hussain & Co or equivalent	4	Job
8	Inverter Breaker	ABB/Schneider , AC-32A ,2-Pole	8	No.
9	Load breaker -4-Pole-100 A	ABB/Schneider	4	No.
10	Change Over Switch	ABB/Schneider	4	No.
11	AC DB	Hussain & Co or equivalent (AS Per Site)	4	Job
12	Earthing cable (1C-6Sqmm & 1C-25 Sqmm)	Pakistan cables	3	Job

13	Earthing Pit (Less than 2 Ohm) , Maintenance free & Lightning Protection system for PV Panels & Its structure	Copper made with its accessories	1	Job
14	DC Cable (6 sq.mm) (Losses less than 1%) with 30 Years warranty	Pakistan cables/Equivalent(As Per Site)	1	Job
15	AC Cables (Losses less than 1%)(Inverter to Load DB)	Pakistan Cables or equivalent (As Per Site)	1	Job
16	Earthing Cable	Pakistan Cables or equivalent (AS Per Site)	1	Job
17	Panel Mounting Structure-Galvanised Iron with 14 Guage at 24 degree Tilt Angle	Galvanised Iron	92	No.
19	Powder coated 14 guage cable trays with anti rust paint	14-Guage (AS Per Site)	1	Job
20	Miscellaneous works	AS Per Site)	1	Job
21	Installation & Transportation		1	Job
	Total Amount Before Tax			
	Taxes			
	Total Amount Including All Taxes & Freight etc.			

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.

25. **WARRANTY, MAINTENANCE AND ASSURANCE**

26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

27. **SERVICES**

28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.

29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**

Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.

30. **FORCE MAJEURE**

Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.

31 **TERMS OF PAYMENT**

Payment of contract price shall be made in the following manner.

Payment will be made as agreed.

32. Following Documents will be part of this agreement and will be bounding on the vendor.

Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.

33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.

34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

CNIC # _____

Address: _____

Signature: _____

Name: _____

CNIC # _____

Address _____

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Sukkur IBA University
www.iba-suk.edu.pk

TENDER NOTICE

Tender # PROC/302

Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on **"Single stage two envelope basis"**.

S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowlers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks

Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for **Rs. 1000/=** each item (Non-refundable) in favor of **Sukkur IBA University** from the office of the **Procurement Department Sukkur IBA University** on any working day **July 04, 2022 to July 22, 2022**. The Last date for the submission of bids is **July 23, 2022, 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR

SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42

Fax: 071-5804419

PID(H) 01/2022

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Tender # Proc/302



Tender Document

Furniture & Fixture

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.

1.8.2. Number of engineers and technical staff in Vendor's office

1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.

1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

1.9. The Bidder shall provide following information with respect to its Company Profile

1.9.1. Registered Name of the Organization.

1.9.2. National Tax Number, Sales Tax Number and GST number

1.9.3. Head Office address.

1.9.4. Management structure & Organization Chart

1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person

1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.

1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.

1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof

1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.

1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.

1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the

equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Payment will be Within 30 days after satisfactory delivery of items

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

Comforto or equivalent Tablet Chairs

QTY = 75

With Large Tablet
Frame: Steel Pipe 1" 18G, Bag
Handler PC: 7001 (Gray Color)
Seat & Back: Injection molded
plastic blue
Writing Tablet: Large size,
plywood laminated with
formica. Edges polished
Formica Blue

S. No	Item	
	Picture	Description
01		Comforto Tablet Chair Large Tablet: Frame: Steel pipe Ø1"-18G, bag hanger PC: # 7001 (Gray Color) Seat & Back: Injection Molded Plastic Blue Writing Tablet: Large Size, Plywood laminated with Formica. Edges Polished. Formica#: Blue

Wooden Tablet Chair

QTY = 75

Tablet Chair Level 4
Structure made of IIL MS Pipe
25mm x 25mm x 1.2mm gauge,
Finish with brown texture
powder coating,
Seat and Back made of
Sheesham Wooden Strips. Tablet
Arm made of solid wood. Finish
with NC base mate lacquer.



ECE Furniture:
QTY = 100 Chairs, 25 Tables

Round Table

Size: H21" Top 6'x6'
Frame Kell Wooden with
Polish and Top Lamination
Sheet

Wooden Chair

Size: H12" Seat 12"x12"
OR
Size: H12" Seat 14"x14"
Frame Kell Wooden with
Polish and Seat lamination
sheet

Items	Image	Description
ROUND TABLE		Size: H21" Top 6'x6' Frame Kell Wooden with Polish and Top Lamination Sheet.
WOODEN CHAIR		Size: H12" Seat 12"x12" Frame Kell Wooden with Polish and Seat Lamination Sheet.
		Size: H14" Seat 14"x14" Frame Kell Wooden with Polish and Seat Lamination Sheet.

ECE Furniture (Alternate)
QTY = 100 Chairs, 25 Tables

ECE Table

Kidney Table for 6 Students
Cartoon Design or Plain
Formica
Size: 72" Half dia x 22" H
Top Imported Cartoon Desing
MDF or Plain Formica
Edges: Painted
Legs: 1 1/4" Steel Pipe 18 G
Power Coating # 5002 Dark
Blue

Item	
Picture	Description
	KIDNEY TABLE – (for 6 Students) CARTOON DESIGN OR PLAIN FORMICA Size: 72" half dia. X 22"H Top: Imported Cartoon Design MDF OR Plain Formica. Edges: Painted Legs: Ø 1 1/4" Steel Pipe -18 Gauge Powder Coating: #5002 (Dark Blue)
	


Chair KG

Frame 7/8" and 3/4" 18G
PC # 5002 (Dark Blue)
Seat & Back: Plywood
Seat = Red, Back = Yellow
Seat Height 12"

	CHAIR – KG: Frame: Ø 7/8" & 3/4"-18G. PC: #5002 (Dark Blue) Seat & Back: Plywood (Seat=Red: Back=Yellow) Seat Height: 12"
---	---

Student Table Chair

QTY Required = 500

Yellow Shell Study Chair with Study Arm Model # B-209-S or equivalent	<i>Model #</i>	<i>Picture</i>	<i>Description</i>
	B-209-S		Yellow Shell Study Chair with Study Arm

Furniture & Fixture

Class Room Chairs



Master Anatom Sec Comp LBC or Equivalent

SKU:anatom-sec-comp-chair-mo-433

Qty: 40

Wooden Chairs for Library



Qty: 40

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.
25. **WARRANTY, MAINTENANCE AND ASSURANCE**
26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
27. **SERVICES**
28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.
29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**
- Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.
30. **FORCE MAJEURE**
- Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.
- 31 **TERMS OF PAYMENT**
- Payment of contract price shall be made in the following manner.
- Payment will be made as agreed.
32. Following Documents will be part of this agreement and will be bounding on the vendor.
- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

CNIC # _____

Address: _____

Signature: _____

Name: _____

CNIC # _____

Address _____



Sukkur IBA University
www.iba-suk.edu.pk

TENDER NOTICE

Tender # PROC/302

Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on **"Single stage two envelope basis"**.

S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowlers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks

Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for **Rs. 1000/=** each item (Non-refundable) in favor of **Sukkur IBA University** from the office of the **Procurement Department Sukkur IBA University** on any working day **July 04, 2022 to July 22, 2022**. The Last date for the submission of bids is **July 23, 2022, 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR

PID(H) 01/2022

SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42

Fax: 071-5804419

Tender # Proc/302



Tender Document

Up-gradation of Active Directory Services

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

- 1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.
- 1.8.2. Number of engineers and technical staff in Vendor's office
- 1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.
- 1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
- 1.9. The Bidder shall provide following information with respect to its Company Profile
 - 1.9.1. Registered Name of the Organization.
 - 1.9.2. National Tax Number, Sales Tax Number and GST number
 - 1.9.3. Head Office address.
 - 1.9.4. Management structure & Organization Chart
 - 1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person
- 1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.
- 1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.
- 1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof
- 1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.
- 1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.
- 1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of

Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Sukkur IBA, being an educational institute, is exempted from GST and whole of custom duty as per S.R.O. 362(I)/2000 in case of imports therefore prefers to open LC directly in favor of principal to avail GST and Custom duties exemption but sometimes if the equipment is required urgently and import time wait is not operationally feasible then Sukkur IBA opt to buy on availability basis.

1. Please quote the rates on C&F (Cost & Freight) till Karachi port in US \$ or Euro, for in case Sukkur IBA open LC. Please clearly mention mode by Air or By Sea.

2. Please also quote rates in Pak Rupees in case Sukkur IBA opts to buy on availability basis, payment will be Within 30 days after satisfactory delivery of items for this case (if opted)

Note: Please quote rates for above both cases, it will be entirely Sukkur IBA discretion to opt whatever option (Open LC or buy on availability basis) as per requirement and situation.

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

Up gradation of Active Directory Services

Scope of Work

Sukkur IBA is using Active Directory Domain Services (ADDS) for authentication and authorization of users, existing **AD setup** is running on Windows Server 2008 R2 and Windows Server 2012 R2 that needs to be upgraded with services / roles like **DNS, DHCP with Failover, & File Server.**

Bidder is required to provide assistance in building new ADDS infrastructure designing, sizing, OU management, Policies management, implementation, and maintenance.

Bidder is required to study the existing AD setup hosted at Sukkur IBA's DC and migrate to its newer latest Windows Server release as Windows Server 2022 which has to be provided by Sukkur IBA along with hardware infrastructure. The groups and users have to be migrated with their roles and responsibilities, rights management, domain management.

The new AD infrastructure has to be designed by selected bidder as per industry best practices.

Bidder is required to deploy / implement new AD Infrastructure at two sites / locations (DC and DR).

Bidder is required to implement ADDS users home drive, & quota-based user profiles management that ensure users can access only the resources they are granted.

Bidder is required to perform group policy management, ensure users can access only the resources they are privileged, in order to provide a secure infrastructure, automate, track, alert on changes, automate AD data backup and recovery to mitigate downtime in the event of an outage.

Bidder is required to perform ADDS Implementation, existing users, user profiles, policies, group policies migration from existing ADDS Servers to New ADDS Servers without affecting the functioning of end-users and domain joined & un-joined computers.

Sukkur IBA all desktops, laptops, servers, and network devices will be part of Active Directory domain with specific roles and responsibilities defined and implemented in respect to group and user categories, department, and organizational hierarchies.

Bidder is required to implement ADDS replication at both DC and DR/Remote Location.

Bidder is also required to maintain, manage the ADDS in terms of group/user management, user accounts password, file server storage management, user accounts profile / quota management, home drive, schedule management, domain management etc. as per best industries practice for the duration of the contract.

Bidder is required to implement Remote Server Administration Tool (RSAT) for administrating of AD Server remotely.

Bidder is required to train 3 officials about implementing, understanding and management of the new AD setup.

Technical Specification:

The proposed Active Directory services upgradation solution should have following features:

S#	Requirement description
1.1	The Solution should be able to streamline user and group administration through provisioning & de-provisioning, solve security issues – and meet those never-ending compliance requirements by managing and securing on-premises AD simply and efficiently with a single, intuitive solution
1.2	The Solution should be able to effectively administer and control Group Policy Object (GPO) changes and verify, compare, update, and roll back GPO versions. Ability to confirm the consistency of various GPO settings.
1.3	The Solution should be able to track changes in AD like User creation/deletion/modification, Groups, group policies, DNS. Provide alerting and reporting for the critical changes.
1.4	The Solution should be able to provide deep visibility into Active Directory (AD) users, groups, roles, organizational units, and permissions by providing detailed reports on various aspects of it. Apart from reports, it should also perform security assessments, configuration change history reviews etc.
1.5	The Solution should be able to provide functionality which helps in automate backups and quickly recover everything from a single object to an entire forest, in the event of a major disaster or corruption. Also, to have capability to test back

	restoration by creating virtual environment.
1.6	The Solution should include effective management of resources, user accounts and password management, OUs, Group Policies, network shares, home / network drives mapping, servers, network printer's management, etc. Solution is capable to generate various customizable reports for effective management.
1.7	During the upgradation of AD, the following roles will also be upgraded DHCP in Failover, DNS servers on each site
1.8	Bidder is required to provide the level 2 support engineer at Sukkur IBA premises and that would be the single point of contact for the Sukkur IBA for day-to-day operational issues, and he would be posted in Sukkur IBA for 06 months
1.9	Project documentation along with SOP for each activity in detail should be submitted.
1.10	Daily and Monthly reports need to be shared as per Sukkur IBA requirement with details like health status of AD, Number of User added / deleted, & inactive user list.
1.11	Daily and Monthly reports need to be shared as per Sukkur IBA requirement with details like health status of AD, Number of User added / deleted, & inactive user list.
1.12	Dashboard for day-to-day activities, reports, and Domain health check-up.
1.13	Automated User provisioning and Bulk User management.
1.14	Ensure security and compliance of the Active Directory environment.
1.15	Ldap and ldaps protocols must be configured with newly built AD setup
1.16	Certificate Installation & Management for Active Directory and applications integrated with newly built AD setup.

Trainings:

Onsite deployment training must be provided, and it should cover the deployment, configuration, management, upgrade, and reporting aspects of solution

Microsoft Azure Solutions Architect Expert training must be included along with practice labs and certification.

Terms and Conditions:

Bidder should be authorized partner of Microsoft.

Bidder should have experience of implementation of similar projects with any Public Sector University having at least 5000 Users, Multiple AD Sites and Delegated Administration of AD in Last 6-7 Years.

Bidder should have at least 2 Microsoft Certified Trainers.

24x7 upgraded product support must be provided for 1 year.

Note: Newly built AD setup would not be single point of failure, in case of any disaster / failure occurs

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**

- a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.
 - b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

22. **DELIVERY & INSTALLATION**

23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.

25. **WARRANTY, MAINTENANCE AND ASSURANCE**

26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

27. **SERVICES**

28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.

29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**

Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.

30. **FORCE MAJEURE**

Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.

31. **TERMS OF PAYMENT**

Payment of contract price shall be made in the following manner.

Payment will be made as agreed.

32. Following Documents will be part of this agreement and will be bounding on the vendor.

Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.

33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.

34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

Signature: _____

Name: _____

CNIC # _____

CNIC # _____

Address: _____

Address _____

MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE			
		Sukkur IBA University www.iba-suk.edu.pk	
TENDER NOTICE Tender # PROC/302			
Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on "Single stage two envelope basis" .			
S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Browsers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks
Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for Rs. 1000/= each item (Non-refundable) in favor of Sukkur IBA University from the office of the Procurement Department Sukkur IBA University on any working day July 04, 2022 to July 22, 2022 . The Last date for the submission of bids is July 23, 2022, 2022 up to 1300 Hours . The technical bids will be opened on the same day at 1330 Hours in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. 2% of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.			
PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk			
REGISTRAR SUKKUR IBA UNIVERSITY		PID(H) 01/2022	
Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42 Fax: 071-5804419			
MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE			

Tender # Proc/302



Tender Document

Fire Extinguishers

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

- 1.1 Documents should be properly signed and stamped by competent authority.
- 1.2. Detail of repair & maintenance facilities
- 1.3. Structure/Organizational Chart.
- 1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.
- 1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.
- 1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.
The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.
- 1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.
 - 1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership
 - 1.7.2. Duration and scope of association in the current capacity with the Principal
 - 1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.

1.8.2. Number of engineers and technical staff in Vendor's office

1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.

1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

1.9. The Bidder shall provide following information with respect to its Company Profile

1.9.1. Registered Name of the Organization.

1.9.2. National Tax Number, Sales Tax Number and GST number

1.9.3. Head Office address.

1.9.4. Management structure & Organization Chart

1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person

1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.

1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.

1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof

1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.

1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.

1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the

equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Payment will be Within 30 days after satisfactory delivery of items

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

Fire Extinguishers

Specs	Qty
DCP 6KG Gloria/or Equivalent	24
CO2 5KG Gloria/or Equivalent	24

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.
25. **WARRANTY, MAINTENANCE AND ASSURANCE**
26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
27. **SERVICES**
28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.
29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**
- Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.
30. **FORCE MAJEURE**
- Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to over come.
- 31 **TERMS OF PAYMENT**
- Payment of contract price shall be made in the following manner.
- Payment will be made as agreed.
32. Following Documents will be part of this agreement and will be bounding on the vendor.
- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :
CNIC # _____
Address: _____

Client: For and on behalf of
Sukkur IBA University

Witnesses:

Signature: _____
Name: _____
CNIC # _____
Address: _____

Signature: _____
Name: _____
CNIC # _____
Address _____

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Sukkur IBA University
www.iba-suk.edu.pk

TENDER NOTICE

Tender # PROC/302

Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on **“Single stage two envelope basis”**.

S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowzers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks

Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for **Rs. 1000/=** each item (Non-refundable) in favor of **Sukkur IBA University** from the office of the **Procurement Department Sukkur IBA University** on any working day **July 04, 2022 to July 22, 2022**. The Last date for the submission of bids is **July 23, 2022, 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR

SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42

Fax: 071-5804419

PID(H) 01/2022

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Tender # Proc/302



Tender Document

Iron Racks

July 2022

Last Date for Submission	July 23, 2022 @ 1:00 pm
Tender Opening Date	July 23, 2022 @ 1:30 pm

Important Note: Please send technical & financial proposals separately

Sukkur IBA University

Nisar Ahmed Siddiqui Road Sukkur
Email: info@iba-suk.edu.pk
Web: "www.iba-suk.edu.pk"
Telephone No. 111-785-422

Please see the attachment for technical specifications and quantity.

Technical Information of Equipment:

S. No	Items	Product name	Model	Make of Equipment	Part No	Relationship with principle
01						
02						
03						
04						
05						

Cost Estimation of the Equipment:

S. No	Items	Qty	Product name	Model	Make of Equipment	Part No	Unit Price	Total Cost
01								
02								
03								
04								
05								

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the equipment/works under this tender.

The last date of receipt of Bids is as mentioned on face sheet of this document.

Documents/Details Required.

1.1 Documents should be properly signed and stamped by competent authority.

1.2. Detail of repair & maintenance facilities

1.3. Structure/Organizational Chart.

1.4. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder indemnify Sukkur IBA against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.6. Sukkur IBA or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.

The Technical Specifications shall specify what inspections and tests Sukkur IBA requires and where they are to be conducted. Sukkur IBA shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.

1.7. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

1.7.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership

1.7.2. Duration and scope of association in the current capacity with the Principal

1.7.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services

1.8. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.

1.8.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.

1.8.2. Number of engineers and technical staff in Vendor's office

1.8.3. Profile of technical staff with relevant experience, resume and number of Customers and sites looked after /supported by each.

1.8.4. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

1.9. The Bidder shall provide following information with respect to its Company Profile

1.9.1. Registered Name of the Organization.

1.9.2. National Tax Number, Sales Tax Number and GST number

1.9.3. Head Office address.

1.9.4. Management structure & Organization Chart

1.9.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person

1.10. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.

1.11. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.

1.12. List of clients and their Acceptance of deliverables, showing separately the items provided and value thereof

1.13. Sukkur IBA reserves the right to reject any or all Bids/Offeres without assigning any reason or cancel the process at anytime.

1.14. Sukkur IBA reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.

1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. A bidder can submit bid for single, two or all equipment, however bid in each item will be treated and evaluated separately.

2.2. Sealed Bid clearly marked as "**ORIGINAL**" should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.2.1. TECHNICAL PROPOSAL

2.2.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.2.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.2.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after sales support etc.

2.2.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.2.2. FINANCIAL PROPOSAL

2.2.2.1. Financial Proposal will include the prices quoted on individual item/Equipment basis

2.2.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3. This Equipment is required for educational institution. Sukkur IBA, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA University**" valid for 28 days beyond the bid validity period.

2.3. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Ten percent (10%) Performance Guarantee of the total contract value.

2.4. Bid security is required to compensate Sukkur IBA against the consequences of:

2.4.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.4.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.4.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.5. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of "**Sukkur IBA**" at the time of signing of contract agreement and will be released at the time of delivery of equipment at site.

2.6. Proposals sent to Sukkur IBA by fax or email will not be accepted.

2.7. An effort by a Bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Sukkur IBA.

2.8. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.

2.9. Bids should be valid for 90 days from the date of opening of tender.

3. HARDWARE AND SERVICE REQUIREMENTS

Following are the minimum requirements which the bidder/vendor for the equipment:

3.1 The Vendor must install all equipment and components and must ensure that the proposed equipment is fully operational and function properly at all variables.

3.2 Vendor must furnish components, wires, connectors, materials and parts, equipment for the complete installation of the system, in accordance with recommendations of the

equipment manufacturer. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

3.3 Vendor must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise and excessive system noise or any fault affecting its efficiency/quality/life.

3.4 At time of installation, Vendor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

3.5 At the time of installation, Vendor must provide comprehensive system schematics, labeling and showing detailed connections to all equipment.

4. SELECTION PROCEDURE

Sukkur IBA intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Meeting Specifications	40		
2	Relevant Experience (Years)	5		
3	Experience with Academic Institutions	5		
4	Relationship with Manufacturer	10		
5	Quoted Products Origin	5		
6	International Quality Certifications	5		
7	Warranty/ Guarantee	5		
8	Complains Response Time	5		
9	After Sale Service (Local Expertise)	5		
10	Lead Time (Order to Delivery Time)	5		
11	Company Profile	5		
12	Cliental Served Profile	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 70 out of 100.

5. DELIVERY & INSTALLATION

Delivery and Installation should be at the Sites/Locations at the risk and cost of successful bidder.

6. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost. Technical support should be available on call basis. Competent staff of the bidder will attend each and every call within 3-4 hours of its notification either on phone or in writing during business hours (9am -5pm). Delay in attending the call and delay in rectification of fault will lead to consequential financial damages to the Vendor/Bidder.

7. SERVICES

8.1. Sukkur IBA shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

8. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week to handover the Equipment
As per specifications = 0.5% of the total cost
- b) Delay of two weeks to handover the equipment
As per specifications = 1.0% of the total cost
- c) Delay of three weeks to handover the
Equipment as per specifications = 2.0% of the total cost
- d) Delay of four weeks to handover the equipment
As per specifications =4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Payment shall be made in the following manner:

Payment will be Within 30 days after satisfactory delivery of items

10. Bid Validity Period

Bid Validity Period 90 days from the last date of submission of bids.

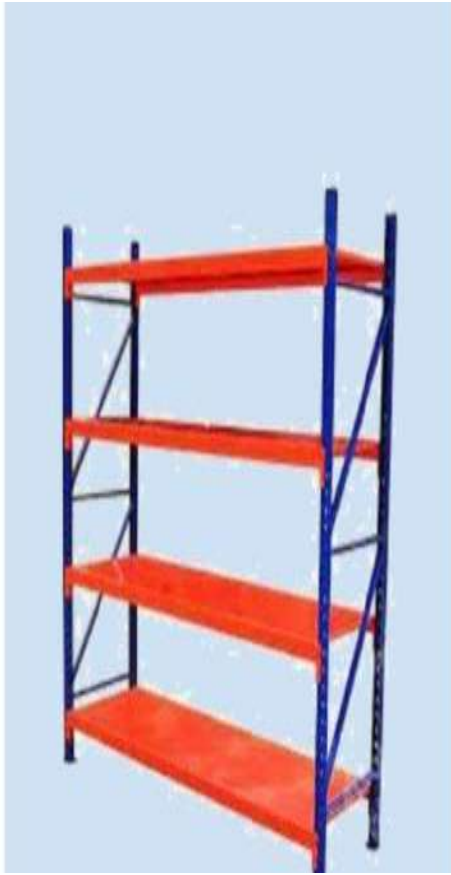
11. OTHER TERMS AND CONDITIONS

1. Warranty/Guarantee and Product Origin must be mentioned clearly
2. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010
3. Installation and transportation must be mentioned clearly.

TECHNICAL SPECIFICATIONS & QUANTITY

Iron Racks Quantity 20





DESCRIPTION	
	Storage
Material: MS Powder Coated	
Size: 36"x36"x96"	
Pillar Height: 8'	
Pillar Gauge: 14SWG	
Shelf Gauge: 20SWG	
Side Suppor Gauge: 14SWG	
Nominal Weight: 25kg	
Tender Item (SPP/302)	

Important Note:

- Wherever in above list, brand name is mentioned, please read with “or equivalent “after brand name.
- Sukkur IBA University reserves the right to increase or decrease the quantity of items as per provision of SPP Rules 2010.

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated

by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
 - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
 - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
 - 20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
 - 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
 - 22. **DELIVERY & INSTALLATION**
 - 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.

24. Delivery period will be as communicated through emails to the vendor by client.
25. **WARRANTY, MAINTENANCE AND ASSURANCE**
26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
27. **SERVICES**
28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.
29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**
- Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.
30. **FORCE MAJEURE**
- Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.
- 31 **TERMS OF PAYMENT**
- Payment of contract price shall be made in the following manner.
- Payment will be made as agreed.
32. Following Documents will be part of this agreement and will be bounding on the vendor.
- Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

CNIC # _____

Address: _____

Signature: _____

Name: _____

CNIC # _____

Address _____

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Sukkur IBA University
www.iba-suk.edu.pk

TENDER NOTICE

Tender # PROC/302

Sealed bids are invited from Manufactures/Authorized Distributors/Authorized Dealers registered with Income Tax & Sales Tax Department having vast experience in respective fields for following items on **"Single stage two envelope basis"**.

S.#	ITEMS	S.#	ITEMS
01	NEXUS Switch SMARTNET	12	Cameras
02	ASA Firewall 5545 SMARTNET	13	CISCO Switch
03	CISCO Access Point	14	Bedding Items
04	Electronic Items	15	GYM Equipment
05	5/6 KVA UPSs APC/Equivalent	16	RFID Card Printer with Accessories
06	Desktop Computers & Laptops	17	Water Bowlers
07	Generator	18	50KVA Solar System
08	License Renewal of TM Endpoint	19	Furniture & Fixture
09	IP Phones	20	Upgradation of AD-Services
10	Printing and Stationery	21	Fire Extinguishers
11	Printers and Toners	22	Iron Racks

Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for **Rs. 1000/=** each item (Non-refundable) in favor of **Sukkur IBA University** from the office of the **Procurement Department Sukkur IBA University** on any working day **July 04, 2022 to July 22, 2022**. The Last date for the submission of bids is **July 23, 2022, 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

PLEASE SEND YOUR QUERIES: hari@iba-suk.edu.pk

REGISTRAR

PID(H) 01/2022

SUKKUR IBA UNIVERSITY
Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42
Fax: 071-5804419

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