

## **Tender # Proc/279**



Tender Document

Physics Lab Items

February 2022

Last Date for Submission	Feb 28, 2022 @ 2:30 pm
Tender Opening Date	Feb 28, 2022 @ 3:00 pm

**Important Note: Please send technical & financial proposals separately**

### **Sukkur IBA University**

Nisar Ahmed Siddiqui Road Sukkur  
Email: [info@iba-suk.edu.pk](mailto:info@iba-suk.edu.pk)  
Web: "[www.iba-suk.edu.pk](http://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	<b>100</b>		

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**

### **Physics Lab Items**

#### **Important Note:**

- Wherever 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.

SN	Item Name and description	Item Number	Quantity
1.	Ripple Tank Phywe or equivalent	11260-02	01
2.	Projectile Motion with Ballistic Pendulum Phywe or equivalent	11229-00	01
3.	Laws of Collision Phywe or equivalent	P2130505	01
4.	Inclined Plane, with roller Phywe or equivalent	11301-88	01
5.	Mass and Weight Phywe or equivalent	P1251600	01
6.	Bicycle Wheel Gyro Phywe or equivalent	02565-00	01
7.	Law of inertia (Newton’s First Law) Phywe or equivalent	P1199105	01



## PHYWE Ripple Tank with LED-light source

Item no. 11260-02

### Function and Applications

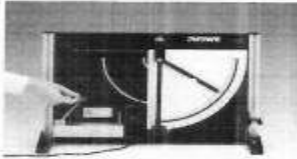
Convenient, effective and compact ripple tank which allows a demonstrative but quantitative access to the general properties of waves and wave propagation phenomena.

### Benefits

- New edition: Optimized in handling and functionality - better results in less time!
- Simply take it out of the storage cupboard, fill with water and start!
- Nearly soundless operation
- Amplitude and frequency variable excitation dipper system, stroboscope for synchronous and "slow-motion" projection of waves
- LED-Display shows frequency, amplitude, phase shift and illumination mode, all at a time
- Control panel for all parameters
- Connection of an external vibration generator for observation of interference phenomena is possible

### Equipment and Technical Data

- Frequency: 5 - 60 Hz for all required topics in school and university
- Vibration generator amplitude: 1...4
- Stroboscope frequency ( $\Delta f$ ):  $\pm 2,5 \dots \pm 2,5$  Hz
- Phase difference:  $0 \dots 360^\circ$
- Line voltage: 110...240 V
- Mains frequency: 50/60 Hz
- LED luminous flux, max.: 285 lm
- Dimensions (mm): 300 x 370 x 330 (W x L x H)
- Weight: approx. 5,7 kg



## Ballistic pendulum

Item no. 11229-00

### Functions and Applications

For demonstrating projectile motion and for quantitative investigation of trajectories, in particular for determining the height and range of a projectile as a function of the angle and absolute value of the initial velocity of the projectile. With the ballistic pendulum the momentum of the projectile can be determined.

The Ballistic Pendulum consists of

- Ballistic Unit (11229-10)
- Ballistic Pendulum for Ballistic Unit (11229-20)

The projectile unit consists of a framed and painted metal plate with antiskid adjustable feet and a hinged angle scale on which the catapult can be easily mounted for projectile experiments. With the aid of a tension lever, three different pitches (three projectile velocities) can be set for the spring catapult and released manually via a pull lever. The balls (iron balls and a wooden ball with an iron core) are held in place by a magnetic holder. The projectile velocities can be determined directly using the recommended velocity measuring attachment (11229-30). The landing points for determining the projectile range are marked with the aid of a recording strip (11221-01).

The ballistic pendulum consists of a pendulum rod with trailing pointer, conic weight with knurled screw for ejecting the trapped ball. When not in use, the pendulum can be fixed to the rear of the ballistic unit.

### Benefits

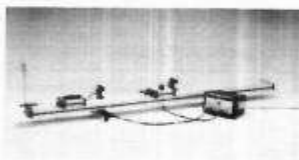
- Reproducible projectile ranges up to 3 m (scatter of the projectile ranges approx. 1%)
- Continuously variable projection angle between 0° and 90°
- Selection of three different initial velocities
- Two balls with different masses but with the same diameter
- Verifying the energy principle and the principle of linear momentum
- Demonstration of the difference between elastic and inelastic collision
- Determination the speed of the ball
- Varying the pendulum's mass and thereby the pendulum's centre of gravity, using additional weights

### Equipment and Technical Data

- Tabletop unit with launcher with 3 selectable initial velocities
- Swivelling angle scale
- Plug-in device for speed measurement attachment
- Release angle: 0 ... 90 degrees; scale division: 1 degree
- Trajectory Range: max. 3 m (deviation 1%)
- Dimensions (mm): 600 x 385
- Including one steel and one wooden ball; diameter: 20 mm

### Necessary Accessories

- Velocity measuring attachment (11229-30)
- Recording strip (11221-01)



## Laws of collision/ demonstration track with a 4-4 timer

Item no. P2130505

### Principle

The velocities of two gliders, moving without friction on a demonstration track, are measured before and after collision, for both elastic and inelastic collision.

### Tasks

#### Elastic collision

1. The impulses of the two gliders as well as their sum after the collision. For comparison the mean value of the impulses of the first glider is entered as a horizontal line in the graph.
2. Their energies, in a manner analogous to Task 1.1.
3. In accordance with the mean value of the measured impulse of the first glider before the collision, the theoretical values of the impulses for the two gliders are entered for a range of mass ratios from 0 to 3. For purposes of comparison the measuring points (see 1.1) are plotted in the graph.
4. In accordance with the mean value of the measured energy of the first glider before the collision, the theoretical values of the energy after the collision are plotted analogously to Task 1.3. In the process, the measured values are compared with the theoretical curves.

#### Inelastic collision

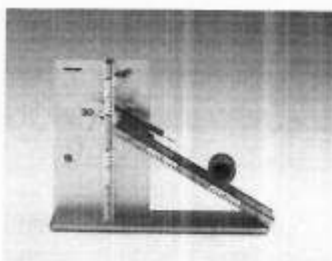
1. The impulse values are plotted as in Task 1.1.
2. The energy values are plotted as in Task 1.2.
3. The theoretical and measured impulse values are compared as in Task 1.3.
4. As in Task 1.4, the theoretical and measured energy values are compared. In order to clearly illustrate the energy loss and its dependence on the mass ratios, the theoretical functions of the total energy of both gliders and the energy loss after the collision are plotted.

### Benefits

- Accurate results due to measurements with low friction: cart with sapphire bearings
- Over the entire track length adjustable feet for a very simple alignment of the track even on small tables
- Extremely robust accessories, for example no overloading of carts due to elastic bearing of base plate, prevent unnecessary breakdowns
- Detailed, illustrated step-by-step manual
- Timer 4-4 can be used for almost every experimental requirement: distance-time law for four distances, measurement of speed at four positions, principles of collisions, measurement of the orbiting time of a rotary movement, the direct measurement of the duration of a complete swing of a mechanical pendulum and for short or long-term measurements with two 8-digit displays by connecting each of 2 timers

### What you can learn about

- Conservation of momentum



## Inclined plane, with roller

Item no. 11301-88

### Function and Applications

Practical compact device to demonstrate the investigation of the forces which keep a body in equilibrium on an inclined plane including a Roller as device under test for experiments with the inclined plane.

### Benefits

- plane:
  - Fast installation, no adjustment.
  - Angle of inclination of the track can be freely selected between  $15^\circ$ ... $45^\circ$ .
  - Rolling body as measuring object. Advantage: all force application lines intersect at the centre of gravity.
  - Dynamometers can be attached parallel or perpendicularly to the track, or horizontally, without tedious adjustments.
  - Clear demonstration of the decomposition of a force according to the "force parallelogram".
- roller:
  - Axially symmetric.
  - With two rear weights which can be removed.
  - Holder for dynamometers.

### Equipment and Technical Data

- 2 demonstration rules and an angular scale to determine geometry.
- 3 holders for dynamometers.
- Force components perpendicular and within a range of angles  $105^\circ$ ... $135^\circ$ .
- Down-slope driving force, normal force.
- Relation between force, travel, vertical travel and work through determination of the trajectory components of gravitational force.
- Mass of roller:  $100\text{ g} \pm 2\%$ .
- Mass of rear weights:  $100\text{ g} \pm 2\%$ .





## Mass and weight

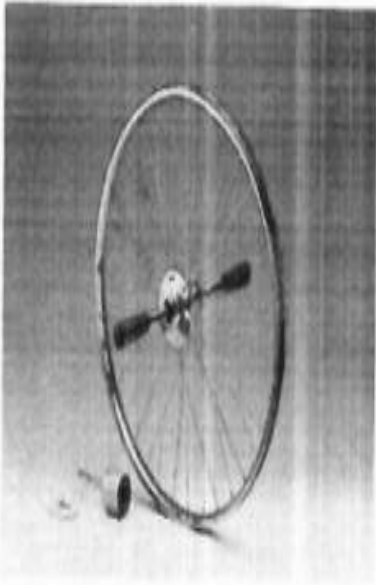
Item no. P1251600

### Principle

With the aid of a spring dynamometer, demonstrate that the weight of a body is proportional to its mass.

### Benefits

- Optimised for demonstration experiments: Transformation from horizontal i...to vertical direction
- Very good visibility: Big devices on uniform background
- Strong Magnets (at least 10 N) allow a safe mounting and therefore a very easy handling
- Demonstrative measurement of forces with large circular dynamometers with a fixing magnet and ball-bearing pulley with two cord grooves for two measuring ranges



## Bicycle wheel gyro

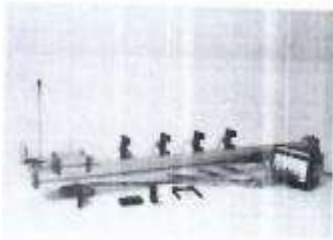
Item no. 02565-00

### Function and Applications

Demonstration gyroscope consisting of a wheel with two handle bars and rope pulley for acceleration. To be used for demonstration of conservation of angular momentum with turntable after Prandtl.

### Equipment and technical data

- The rim of the wheel is equipped with iron mass pieces for achieving higher angular moments.
- Including a rope and a pan with fixation for mounting one end of the axis on a table for acceleration of gyroscope.
- Diameter: 500 mm.
- Length of axis: 500 mm.
- Mass: 2390 g.



### Law of inertia (Newton's first law) with the demonstration track and the timer 4-4

Item no. P1199105

#### Principle

If, following an acceleration, an object is not subject to any external force, the object will remain in the state of a uniform motion. The aim of this experiment is to use the demonstration track and to measure the velocity of a uniformly accelerated cart in order to demonstrate that the velocity of the cart remains constant after the completion of the acceleration process.

#### Benefits

- Accurate results due to measurements with low friction: cart with sapphire bearings
- Over the entire track length adjustable feet for a very simple alignment of the track even on small tables
- Extrem robust accessories, for example no overloading of cars due to elastic bearing of base plate, prevent unnecessary breakdowns
- Timer 4-4 can be used for almost every experimental requirement: distance-time law for four tracks, measurement of speed at four positions, principles of collisions, measurement of the orbiting time of a rotary movement, the direct measurement of the duration of a complete swing of a mechanical pendulum and for short or long-term measurements with two 8-digit displays by connecting each of 2 timers

#### **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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		<b>Please send your queries: hari@iba-suk.edu.pk</b> <b>REGISTRAR</b> PID(H) 445/2021 <b>SUKKUR IBA UNIVERSITY</b> Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141-42 Fax: 071-5804419																																																											
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