

# SUKKUR IBA UNIVERSITY

Merit – Quality - Excellence



**TENDER # PROC/238**

**Tender documents for Supply, installation,  
Testing, Commissioning and Training of Diesel  
Generator & Synchronizing Panel with ATS  
System for Benazir Bhutto Shaheed Institute of  
Management Sciences, Dadu**

## **BBSIMS CAMPUS DADU**

**Duabo Road, near Shahjehan Park, Dadu**

Last Date of Submission:  
**7<sup>th</sup> April 2021**

Tender Opening Date:  
**7<sup>th</sup> April 2021**

Email: [nazik.hussain@ibacc.edu.pk](mailto:nazik.hussain@ibacc.edu.pk)  
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**Tel. No. 025-4551552**

**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 PRINCIPAL |
|------|-------|--------------|-------|-------------------|---------|-----------------------------|
| 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. Background**

As Sukkur IBA University intends to get the work done of **Supply, installation, Testing, Commissioning and Training of Diesel Generator & Synchronizing Panel with ATS System for Benazir Bhutto Shaheed Institute of Management Sciences, Dadu** (as per detailed Technical Specifications attached), so a tender is called for execution of said work.

## **2. General Terms and Conditions**

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

**2.1.** The last date of receipt of Bids is **7<sup>th</sup> April 2021 at 1400 hours**

**2.2.** Detail of repair and maintenance facilities.

**2.3.** Structure /Organizational Chart.

**2.4.** An affidavit to the effect that the firm has not been blacked listed by any Government /semi government organization.

**2.5.** 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 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.

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

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

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

**2.6.3** Copy of 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.

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

**2.7.1** Number of Vendor's offices and addresses, thereof, phone and fax numbers and email address as well as names and designations of responsible persons.

**2.7.2** Number of Engineers and Technical Staff in Vendor's Office.

2.7.3 Profiles of Technical Staff with relevant experience, resume and number of customers and sites looked after / supported by each.

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

**2.8.** The Bidder shall provide following information with respect to its Setup in Pakistan:

**2.8.1.** Registered Name of the Organization.

**2.6.2.** National Tax Number, Sales Tax Number.

**2.6.3.** Head Office address.

**2.6.4.** Management structure & organization Chart.

**2.6.5.** Name, Address with Telephone/ Telex and Fax numbers of the contract person.

**2.7.** Financial status of the Bidders Organization with supporting documents and last two years annual reports.

**2.8.** Provide a certificate from your bank certifying your sound financial position and credit limits from the bank.

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

**2.10.** Company incorporation Certificate and Company Profile.

**2.11.** The Bidder shall furnish a comprehensive list of reference sites where the likewise tender work has completed already.

**2.12.** Sukkur IBA University, reserves the right to reject any or all Bids/ Offers without assigning any reason or cancel the process at any time.

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

**2.14.** 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.

**2.15.** Documentary evidence of claims made in proposal regarding experience, relationship with Principal etc.

### **3. Proposal Submission Requirements**

- 3.1. For this tender PPRA's **Single stag-two envelope Procedure** as per clause 36 (b) for open competitive bidding is adopted. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- 3.1.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- 3.1.2 Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- 3.1.3 The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- 3.1.4 The procuring agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- 3.1.5 During the technical evaluation no amendments in the technical proposal shall be permitted;
- 3.1.6 The financial proposals of bids shall be opened publicly at a time, date and venue announced afterwards technical assessment and evaluation is completed.
- 3.1.7 After the evaluation and approval of the technical proposal the procuring agency, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

#### **3.2. Technical Proposal**

- 3.2.1. Technical proposal must include the complete solution proposed by the Bidder.
- 3.2.2. If the specification sheets ask for any detail, those should be provided as attachment to the Technical Proposal.
- 3.2.3 Technical proposal shall comprise the valid Registration certificates of PEC and taxation departments, details of Equipments and material available with the company, details of supervisory technical staff, Completed works details and works in hand of similar nature, Bank statements, enlistment list if with any other department etc. so that a fair scrutiny shall be done.
- 3.2.4 Description of material and equipment specific for this work.
- 3.2.5. Completion schedule on Bar chart, Primavera or other software.

3.2.6 Technical proposal shall provide the details of company, its office location, numbers etc.

3.2.7. Financial Proposal of only those Bidders will be considered who's Technical Proposal qualify.

3.2.8. Bidders must possess the valid PEC license in such category in which the total bid cost falls, if not then his financial proposal will be rejected.

### **3.3. Financial Proposal**

3.3.1. Financial proposal will include the prices quoted for each item (including all taxes).

3.3.2. 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 of material required for the work.

3.3.2.1 **This Equipment is required for educational Institution, Sukkur IBA, therefore, expects significant educational and volume discounts.**

3.3.3 Financial proposal of the bidders found technically non responsive will be returned unopened.

3.3.4. The Bidder shall furnish s earnest money equivalent to 2% of the total value of bid in the form of Bank Draft issued by a scheduled bank of Pakistan in favor of **"Sukkur IBA University"** valid for **at least one year** and enclosed along with financial proposal. **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.

3.4 Bid Security is required to compensate Sukkur IBA against the consequences of:

3.4.1 Subsequent unauthorized variations and/or modifications of the terms of Bid.

3.4.2 Pre-mature withdrawal of the Bid before the completion of Bid Evaluation.

3.4.3 Failure of the Bidder to sign the resultant Contract, in the event of such contract being awarded to it.

3.5 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 favour of **"SUUKUR IBA UNIVERSITY"** at the time of signing of Contract agreement and will be released at the time of delivery of equipment at Site.

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

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

3.8 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.

#### **4. Hardware and Service Requirements**

Following are the minimum requirements which the Bidder / Vendor for the equipment:

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

4.2 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.

4.3 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.

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

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

#### **5. Selection Procedure**

Sukkur IBA University intends in issuing this RFP 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 or 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:

## 5. Evaluation Criteria

### 5.1. Technical Evaluation Criteria (Weightage 70%)

| S.NO  | Description                           | Maximum Score | Score Obtained | Remarks |
|-------|---------------------------------------|---------------|----------------|---------|
| 1     | Meeting Specifications                | 40            |                |         |
| 2     | Relevant Experience (Years)           | 05            |                |         |
| 3     | Experience with Academic Institutions | 05            |                |         |
| 4     | Relationship with Principal           | 10            |                |         |
| 5     | Quoted Product Origin                 | 05            |                |         |
| 6     | International Quality Certifications  | 05            |                |         |
| 7     | Warranty / Guarantee                  | 05            |                |         |
| 8     | Complaints Response Time              | 05            |                |         |
| 9     | After Sale Service ( Local Expertise) | 05            |                |         |
| 10    | Lead Time (Order to delivery time)    | 05            |                |         |
| 11    | Company Profile                       | 05            |                |         |
| 12    | Cliental Served Profile               | 05            |                |         |
| Total |                                       | 100           |                |         |

**Note: Please attach documentary evidence in support of your claims in Technical Proposal.**

### 5.2. Financial Evaluation Criteria (Weightage 30%)

#### **6. Delivery and Installation**

Delivery and installation should be at the Sites/Locations at the risk and cost of successful Bidder.

#### **7. 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 01



year from the 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.

### **8. Services**

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 and without any additional cost, specifications, and/or other Contract commitments.

### **9. 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 University reserves the right to cancel the order and impose penalty up to 10% of the ordered Value.**

### **10. Terms of Payment**

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

Sukkur IBA University, 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 favour 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 University 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.**

#### **11. Other Terms & Conditions**

1. Warranty/ Guarantee and Product Origin must be mentioned clearly.
2. Installation and Transportation must be clearly mentioned.
3. Sukkur IBA reserves the right to increase or decrease the quantities at the time of order placement.

**Supply, installation, Testing, Commissioning and Training of Diesel Generator & Synchronizing Panel with ATS System for Benazir Bhutto Shaheed Institute of Management Sciences, Dadu**

| Item no.                                      | Description  | Unit | Quantity | Rate | Amount |
|---|--|------|----------|------|--------|
| <b>A. Diesel Generator</b>                    |  |      |          |      |        |
| 1   | Supply , Installation , Testing & Commissioning of 500 KVA Prime Diesel Generator with remote monitoring & Control System & licensed Software  | Nos. | 1        |      |        |
| 2   | Supply , Installation , Testing & Commissioning of Circuit Breaker with Distribution Board 14 Gauge IP-65  | Nos. | 1        |      |        |
| 3   | Supply , Installation , Testing & Commissioning of 4C-240 Sqmm +1ECC (70 Sqmm)   | Mtr  | 20       |      |        |
| 4   | Installation, Testing & Commissioning of Earth Pit with Earth Resistance < 1   | Nos. | 3        |      |        |
| 5   | Supply and Installation of Sound Proof canopy(IP-65)   | Nos. | 1        |      |        |
|   | .  |      |          |      |        |
| <b>B. Synchronizing Panel with ATS System</b> |  |      |          |      |        |
| 6   | SYNCHRONIZING PANEL WITH ATS SYSTEM Local Non Type Tested Enclosure, IP-44 Floor Mounted, Indoor Type, Cable Entry: Top/Bottom Main Tinned Copper at 2000A MS Sheet: Frame Structure/Door 2mm, Top/Bottom/Rear 1.6mm | Nos. | 1        |      |        |
|   |  |      |          |      |        |
|   | <b>TOTAL</b>   |      |          |      |        |

## **TECHNICAL SPECIFICATIONS AND QUANTITY**

| <b>500 KVA Diesel Generator Technical Specification</b> |   |   |
|---|---|---|
| 1   | Engine<br>Perkin / Caterpillar /<br>Cummins<br>UK,USA / European origin                           |   |
| 2   | Alternator Stamford, Leroy-somer UK, USA,<br>European based or equivalent from the same<br>origin | Stamford (CGT) / 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.   |
| 3   | COUPLING  | 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   | Generator assembled by  | Caterpillar / F.G Wilson / European/ USA / equivalent   |
| 5   | Output frequency  | 50HZ  |
| 6   | Rated speed   | 1500rpm   |
| 7   | Prime power   | 500 kVA   |
| 8   | Standby power   | 550 kVA   |
| 9   | Rated voltage   | 400/440 Volt 3 Phase, 4 Wire  |
| 10  | Power factor  | 0.8   |
| 11  | Nominal frequency   | 50 Hz   |
| 12  | Voltage regulation (Max.)   | ≤±0.5%  |
| 13  | Steady speed droop(%)   | ≤±0.5%  |
| 14  | Exciter type  | self excitation brushless   |
| 15  | Class of Insulation   | H Class   |
| 16  | Genset Controller module  | EMCP4 / DSE7420/ Power Wizard latest model (Which can support IntelliGen NT ComAp and complete Remote monitoring capabilities)  |
| 17  | Protection grade  | IP23  |
| 18  | Speed governor  | Electronic  |
| 19  | Cooling system  | Cooling system is designed for max ambient temp, Deg. 50C at rated load<br>Radiator fan and belt drive<br>Fan and belt guard<br>Coolant drain line with valve<br>Coolant level sensor with water level switch/ indicator<br>Max. water temperature at load<br>Outlet water temperature<br>Thermostat temperature range            |
| 20  | Battery Charger   | Automotive Battery Charger  |
| 21  | Batteries   | Gel Type With 900 CCA (3 Years Warranty)  |
| 22  | Engine Protections  | Overload shutdown<br>Short circuit shutdown<br>Low oil pressure shutdown<br>Under & Over speed shutdown<br>Under & Over voltage shutdown<br>Over winding temperature shutdown<br>Phase sequence, Phase Failure monitoring and tripping<br>Under & Over Frequency Monitoring and tripping<br>Reverse Power Monitoring and tripping |
| 23  | Metering  | Voltmeter<br>Frequency meter<br>Ampere meter<br>Hour meter , KWH Meter<br>Alarms and faults<br>Oil pressure gauge<br>Water temperature gauge<br>Battery voltage<br>Fuel level   |
| 24  | Generator Frame   | Heavy duty fabricated steel skid type based frame with anti- vibration mounting /Isolators<br>Engine and alternator shall be mounted on a same frame steel skid.<br>Built-in damper for anti-vibration  |
| 25  | Warranty  | Two year or 2000 working hours which one is earlier from the date of testing and commissioning  |

Note: Vendor has to provide all necessary drawings & its software access after the supply, Installation and commissioning

## **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 # \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
CNIC # \_\_\_\_\_



**Sukkur IBA University**  
 Airport Road, Sukkur.  
 www.iba-suk.edu.pk

## TENDER NOTICE

### Tender # PROC/238

Sealed bids are invited from reputable firms/manufacturers/contractors (Registered with PEC/Sales Tax/Income Tax departments) For S.No. 1 & 2 and from manufacture/authorised distributors/authorised dealers for S.No. 3 & 4 (Registered with Sales Tax/Income Tax departments) **“Single stage two envelope basis”** having vast experience in respective field for execution of following works/goods at the Project **“Benazir Bhutto Shaheed Institute of Management Sciences, Dadu.**

| S.# | WORKS/GOODS   |
|-----|---|
| 01  | Cassette Air Conditioning System of BBSIMS, Dadu                          |
| 02  | Networking, Wi Fi, Telephone & Smoke Detectors System for BBSIMS, Dadu    |
| 03  | Diesel Generator & Synchronizing Panel with ATS System for BBSIMS, Dadu   |
| 04  | Reverse Osmosis System and Auto Mineral Injection System for BBSIMS, Dadu |

Detailed specifications, layout drawings and quantities are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order in the name of **Sukkur IBA University** of Rs. 2000/- (Non-refundable, for each work) from the office of **Project Director, Benazir Bhutto Shaheed Institute of Management Sciences, Dadu** on any working day from **20<sup>th</sup> March 2021 to 07<sup>th</sup> April 2021**. Last date for the submission of bids at **Project Director Office, Sukkur IBA University, Nisar Ahmed Siddiqui Road, Sukkur** is **07<sup>th</sup> April, 2021 upto 1400 Hours**. The technical bids will be opened on the same day at **1430 Hours** at **Project Director Office, Sukkur IBA University, Nisar Ahmed Siddiqui Road, Sukkur** 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 tender amount (refundable) in the shape of bank draft/pay order in the name of **Sukkur IBA University** must be attached with bid documents. The Sukkur IBA University reserves the right to accept or reject any or all bids as per PPRA rules provision.

Please send your queries: [aftab.pmu@iba-suk.edu.pk](mailto:aftab.pmu@iba-suk.edu.pk)  
[nazik.hussain@ibacc.edu.pk](mailto:nazik.hussain@ibacc.edu.pk)

**PROJECT DIRECTOR**  
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