

**CENTRAL PURCHASE COMMITTEE
LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES
JAMSHORO**



**TENDER DOCUMENT FOR
ESTABLISHMENT OF Wi-Fi NETWORK**

NOTE:

The bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and charts/drawings. Failure to furnish all and information required by the Bidding document or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

Tender Document

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Tender Notice

TENDER ENQUIRY NO:

Liaquat University of Medical and Health Sciences is pleased to invite you to submit the Bid for the **Works** of supply, delivery, installation, putting into operation and demonstration of the working of the **Wi-Fi Network** in the required places of the University at Jamshoro, Sindh, in accordance with the technical Specifications and Bill of Quantities enclosed in this Tender Document.

Tender duly completed and address to Chairman Central Purchase Committee LUMHS, Jamshoro and will be received at the office of

**Director Academics
Main Campus Building
LUMHS, Jamshoro**

Up to 11:30 am. On or before 17-06-2009. Bids shall be opened on the same day at 12:00 noon, in the presence of the bidders and / or their authorized representatives and members of Central Purchase Committee.

- 1.1 The Bid should be enclosed in sealed envelope marked as: “**CONFIDENTIAL BID**”. The Earnest money in shape of pay Order / Demand draft (in favor of Vice-Chancellor LUMHS) should be enclosed in envelope marked as “**EARNEST MONEY**”.
- 1.2 The Bids should also accompany confidential bank letter for the confirmation of financial soundness/capability (total annual turn over of the bidder must be equivalent to or higher than the Bidding value) of the FIRM for executing the Project on the value of Total Project.
- 1.3 The earnest money Rs. 100,000 (One Hundred Thousand only) or 5 % of Bid value whichever is higher in the form of Bank Pay Order / Bank Draft in favor of Vice-Chancellor Liaquat University of Medical and Health Sciences shall be enclosed in separate envelope. **No bids will be entertained without earnest money.**
- 1.4 As per prevailing policy of the Government of Pakistan, any equipment imported from abroad for educational purpose is exempted from custom duty and taxes provided a letter to this effect will be issued by the Registrar Liaquat University of Medical and Health Sciences. **Bidders should quote unit prices in C.&F Karachi or F.O.R Jamshoro Basis.**
- 1.5 Instructions to bidders set forth herein are intended to assist the bidders on the preparation of the Bid. The Liaquat University of Medical and Health Sciences does not assume any responsibility whatsoever in this respect.
- 1.6 The Liaquat University of Medical and Health Sciences reserve the right to add, delete from or amend and part of this tender document increase / decrease quantities of items, delete items of BOQ during the bidding period and afterwards and bidders shall be informed for the same.

- 1.7 Bids not confirming to the items, conditions and specifications stipulated in the tender document will be rejected.
- 1.8 The Bidder should sign on all pages of this tender document and also affix the seal of the firm.
- 1.9 The Liaquat University of Medical and Health Sciences reserve the right to reject any or all bids without assigning any reason thereof.
- 1.10 Firm must have delivered and installed similar Wi-Fi Network to public institutes.
- 1.11 Firms should have necessary technical manpower and skills to install, configure and provide training as per University requirements.
- 1.12 Firms are required to submit their company profile showing previous experience and technical capabilities in respective areas.
- 1.13 Firms must offer Educational Packages / Discounts available offered by the respective principals.
- 1.14 Software Assurance with upgrades, patches and support from principals is mandatory.
- 1.15 Tenderers may be asked to present their implementation and configuration plans of required Wi-Fi Network before finalization of tender.
- 1.16 Firms must include a technical proposal for usage, benefits and implementation of Wi-Fi Network along with commercial proposal

Chairman
Central Purchase Committee
LUMHS, Jamshoro

ARTICLES OF AGREEMENT

This Agreement made this _____ day of _____ 2009, by and between the Vice-Chancellor, LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES, located at Jamshoro, Sindh, including his successors in office and Assignees / Agents, acting through the Chairman, Central Purchase Committee LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES, hereinafter called the “**University**”, of the one part,

And _____ of
(name and designation of the authorized person)
_____, located at _____, hereinafter called the “**Contractor**” which expression shall include their successors, legal representatives of the second part.

Whereas the **University** requires Establishment of Wi-Fi Network for its various departments / institutes at Jamshoro. Whereas the **Contractor** has agreed to supply, install, put into operation and demonstrate the working of the said work valued at Rs. _____
(amount in figures and words)
in the period of _____ months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the **Contractor**.

Now this Agreement witnesses as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the **Conditions of Contract** hereinafter referred to.
2. The following documents which, for the purpose of identification, have been signed by _____ on behalf of the **Contractor**, and by _____
(name and designation of the authorized person)
_____ on behalf of the **University**, all of _____
(name and designation of the authorized person)
this shall be deemed to form and be read as a part of this Agreement viz.:
 - a) Articles of Agreement;
 - b) Instructions to Tenderer;
 - c) Conditions of Contract;
 - d) Contractor’s Offer including the relevant correspondence prior to signing of this Agreement with all Annexure duly filled in;
 - e) The specifications of the equipment and other related items;
 - f) Bill of Quantity with prices.
3. In consideration of the payment to be made to the Contractor, the **Contractor** hereby **covenants** with the University **to supply**, deliver, install, put into operation and demonstrate the working of the item in conformity in all respects of the Contract.
4. The **University** hereby **covenants to pay** the Contractor in consideration of the supply, delivery, installation, putting into operation and demonstration of the working of the item, the contract price in the manner prescribed by the Contract and approved by the University.

In Witness Thereof the parties have hereunto set their respective hands and seals, the day, month and year first above written.

WITNESSES:

Vice-Chancellor

University Witness No.1:

Signature: _____

Name: _____

Designation: _____

University Witness No.2:

Signature: _____

Name: _____

Designation: _____

Contractor

Contractor's Witness No.1:

Signature: _____

Name: _____

Designation: _____

Contractor's Witness No.2:

Signature: _____

Name: _____

Designation: _____

INSTRUCTIONS TO TENDERERS

The LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES, Jamshoro, Sindh, intends to establish **Wi-Fi Network for** various Departments/Institutes under the approved schemes. The purchase will be financed through the approved schemes and funds provided by the LUMHS. This tender is issued for the supply, installation, putting into operation and demonstration of the working of the WI-Fi Network as per the Schedule of requirements given in this Tender Document.

PREPARATION OF TENDER.

1. Language of Tender

The **Tender** along with any accompanying literature shall be prepared in **English** language only.

2. Submission of Tender

- a)** The **Tender** shall be enclosed in a double cover. The outer cover shall bear the address of the Chairman, Central Purchase Committee LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES, Jamshoro, Sindh, without any indication that it encloses a tender. The inner cover shall be marked with the title of the tender, number of invitation to the Tender and the date of opening of the Tender, and **must be sealed**.
- b)** The **Form for Tender, (Annexure-A)** enclosed herewith, shall be submitted in duplicate. The authorized person signing the tender documents must state his full name and authorized position designation underneath his signature.
- c)** The **erasing and/or alterations**, if any, in the Tender shall be authenticated by the authorized person by his/her full signature.
- d)** The **Tender** shall be accompanied with the **original quotations** from the manufacturers, in case the Tender is submitted through their authorized agents or distributors, and shall be supported by credentials establishing the experience and standing of the manufacturers and / or their authorized agents or distributors.
- e)** **Ambiguous and incorrect answers** and/or incorrect filling of Tender Documents will render the tender liable to rejection.
- f)** **Quotations** through cable, telegraph, telex, fax, or e-mail will not be considered.
- g)** The Tenderer shall not rely on any **interpretation or correction** given by any person except the written **addenda and/or corrigenda** to documents issued by the Chairman, Central Purchase Committee LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES, Jamshoro, Sindh.
- h)** Tenderer shall return tender documents duly signed on all pages by the authorized representatives of the Firm and shall also carry official seal of the Firm.

3. **Bid/ Earnest Money/ Contract Performance Bond**

- a) The Tenderer shall enclose with his/her tender a **Bid Money** Rs. 100,000 (One Hundred Thousand only) or (five) 5 % of Bid value whichever is higher in the form of Bank Pay Order / Bank Draft in favor of the Vice-Chancellor, LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES, Jamshoro, including his successor in office and assignees acting through the Chairman, Central Purchase Committee LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES. The furnished Bid money shall remain **valid for a period 28 days beyond the period of validity of the Tender** or till it is revalidated/extended for a period mutually agreed upon by the Tenderer and the Chairman, Central Purchase Committee LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES.
- b) As soon as an award is made, the provisions in paragraphs **c), d) and e)**, hereunder, shall **operate**.
- c) If the Tender is **rejected**, the Bid Money will be returned to the Tenderer after rejection on his written request.
- d) The **successful bidder** shall have to give a **Contract Performance Bond**, as per **Annexure “C”** to this Tender Document, to the extent of **5 % of the total value** of the contract.
- e) The Chairman, Central Purchase Committee LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES shall retain the Performance Bond, till the completion of the period of guarantee as per Conditions of Contract.

4. **Quality of Stores.**

- a) The Wi-Fi Network and other relevant materials (hereinafter called “**Stores**”) quoted and supplied against this “Invitation to Tender” shall be strictly in accordance with the **Specifications** attached with this Tender Document. The Stores shall be the product of an established manufacturer shall conform to internationally acceptable commercial standards, and shall be a model that has been successfully operated over a reasonable period of time in educational institutions R&D organizations, or relevant industry.
- b) In case the Tenderers find that the Specifications for any items of the Stores are lacking in details, they may give their **own proposals** with detailed Specifications, preferably three alternate proposals, if possible.
- c) The Stores offered by the Tenderers must be of a quality suitable for the purposes and operations for which they are required, and must be capable of rendering the required performance and services at site in the local conditions of extreme **tropical climate**, air, dust, water, power and fuel at Jamshoro, Sindh.
- d) The Tenderers must also warrant the use of best material in the making of the Stores by the manufacturers. The use of substandard material shall make the Stores liable to rejection and the Tenderer liable to pay compensation. The tender

shall be for **brand new “Stores”**, robust in construction and manufactured according to the modern practices, processes and standards.

- e) The Stores offered shall be complete with their **standard accessories** and must be accompanied by their instructions book/manual, CD’s.

5. **Addition, Deletion and Amendments**

The University reserves the right to add, modify or delete from and or amend the Works / Items defined in the scope of work or BOQ as deemed necessary before or after the execution of the agreement of the contract. The representative of LUMHS shall only authorize all such amendments, deletions, additions in writing.

6. **Literature**

The tenderers must furnish with their bids, **catalogues** giving full technical details of the Stores to enable the University to check their offers technically against the prescribed specifications failing which the offers will be liable to rejection.

7. **Country of Origin.**

The Tenderer must state in his Tender the country of origin of the Stores offered.

8. **Prices.**

The prices quoted must be C.&F Karachi or FOR Jamshoro basis, total per unit in Pakistani Rupees, for each item of Stores, shall include:

- i. All charges for packing, marking, handling, insurance, inspection, guarantees, freight/transportation, agent’s commission; and all duties, taxes, levies, octrois etc; and.
- ii. The cost of installation, putting into operation and demonstration of the working of the WiFi Network in the University.
- iii. Supply, detailing, manufacture, factory testing, export preparation and all costs incidental to shipping/transport up to the stage of installation in the Various places of the University.
- iv. Responsibility for any loss and/or damage at any stage from manufacturer to installation in the University

9. **Validity of Prices/Tender**

- a) The prices quoted shall be valid for a period of at least **180 days** from the date of opening of the tender.
- b) Until the final Contract is executed, the successful bidder shall be **bound** by the terms and conditions of this Tender Document.

10. **Acceptance of the Terms**

The submission of the tender against this tender inquiry by the Tenderer means that the Tenderer has read and **accepted the terms and conditions** relating to all the tender documents and Annexure, and that he/she have thoroughly examined the specifications and particulars in the tender inquiry. Further the Tenderer shall be deemed to be fully **aware of** the nature of the **Stores** and the purpose for which they are required and shall be bound to accept the Contract if placed with him/her on the basis of the prices and of the delivery schedule as indicated hereof within the validity of his/her Tender.

11. **Delivery Period.**

a) Shipment of Imported Items.

- i) The shipment of the items of Stores which are to be imported shall be started as soon as possible, the **shipment schedule** shall be submitted to the Chairman, Central Purchase Committee and shall be **negotiable** and subject to approval by the University.
- ii) The Tenderer must indicate in his/her offer the port **from where** the Stores will be **shipped**.

b) Delivery Period.

- i) The entire Stores must be delivered, installed and put into operation in the University **as per stipulated time** after receiving the letter of award of the Contract.
- ii) The Tenderer shall give in the offer his/her own **schedule** for the delivery and installation of various items of the Stores, which shall be **negotiable** and subject to approval of the University.

c) Delay in the Delivery of the Stores.

- i) For the Stores **delayed** beyond the delivery period, as specified in the Contract, or as approved by the University as stated in Clause 11 ii b) above, there shall be levied **liquidated damages** as specified in Conditions of Contract given in this Tender Document.
- ii) The liquidated damages may be waived fully or partially by the Chairman, Central Purchase Committee with the approval of the Vice-Chancellor of the University through Central Purchase Committee, if there are reasonable grounds for such a delay.

12. **Rights of the University.**

- a) Failure to comply with any instructions in the tender document shall render the bid liable to disqualification and rejection.

The University reserves the **right to reject** any or all bids without any reason whatsoever, or not waive minor irregularities or errors in any offer. If it appears to the University that such **irregularities** or **errors** must be corrected in the offer in which

they occur, the same will be **corrected** prior to issue of the letter of intent, which may be awarded thereupon.

- b) The University is **neither bound to accept** the lowest or any other offer nor is it bound to assign reason for rejection of any offer.
- c) The University reserves the right to award the contract to **one bidder** or divide it among **several bidders**.
- d) The University reserves the right to **increase or decrease the quantity** of the Stores at its discretion without assigning any reason whatsoever.
- e) The University reserves the right to **cancel the offer** of the Tenderer whose bid has been found/evaluated to be the lowest if it is revealed to the University that the Tenderer does not have the capability or financial resources or facilities to carry out the Contract in accordance with the terms and conditions of this Tender Document.

13. **Evaluation of Bids.**

- a) In comparing bids, besides the quoted prices, University will consider such other factors as **compliance with specifications**, relative quality of Stores, past experience of the Tenderer, after-sales services facilities available in Pakistan and the Tenderer technical and commercial capacity to perform.
- b) The evaluation criteria specifically mentioned in the **specifications** will also be considered for evaluation of the bids.

14. **Errors in the BIDS**

Any arithmetic **errors** found during evaluation of bids will be **rectified** on the following basis:

- i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the **unit price** shall prevail and the University shall correct the total price.
 - ii) If there is a discrepancy between the words and figures, the **amount in figures** shall prevail.
 - iii) If there is any discrepancy between the total tender price entered in the Articles of Agreement and the total shown in the Schedule of Prices, the University in accordance with **corrected Schedule of Prices** shall be corrected by the amount stated in the Articles of Agreement.
- b) If the Tenderer does not accept the corrected amount of tender, his/her Tender will be rejected and the Bid Money submitted with the tender shall be forfeited.

CONDITIONS OF CONTRACT

1. Scope of the Contract

- a) The Scope of the Contract shall be the supply, delivery, installation, putting into operation and demonstration of the working of the Stores in the required places of the University at Jamshoro, Sindh, in accordance with the technical Specifications and Bill of Quantities enclosed in this Tender Document.
- b) The Contractor shall within a period of one week of the execution of the agreement furnish to the University a detailed program for supply and delivery of various items of the Stores for necessary approval by the University.

2. Definition of Terms

In writing these Conditions of Contract, Specifications and Bill of Quantities, the following words shall have the meanings hereby indicated, unless there is some thing in the subject matter or Contract inconsistent with such constructions:

- i. **The University** shall mean the LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES, Jamshoro, Sindh.
- ii. **The Vice-Chancellor** shall mean the Vice-Chancellor of LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES, Jamshoro, Sindh, including his successor in office and assignees, empowered to act in all matters pertaining to the University either directly or through the Chairman, Central Purchase Committee LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES, Jamshoro.
- iii. **The Contractor or Supplier** shall mean the Tenderer (Bidder) whose Bid has been accepted by the University and shall include the Bidder's executors, administrators, successors and permitted assignees.
- iv. **The Stores** shall mean and include all the machinery, apparatus, equipment, materials and articles to be provided by the Contractor under the Contract.
- v. **The Contract** shall mean the agreement signed by the Contractor for the supply, delivery, installation, putting into operation and demonstration for the working of the Stores, as stated under the Scope of the Contract above.
- vi. **The Contract Price** shall mean the sum mentioned in or calculated in accordance with the provisions of the Contract, which is to be paid to the Contractor for satisfactory execution of the Contract in accordance with these Conditions of Contract.
- vii. **The Specifications** shall mean the specifications annexed to or issued, herewith, and shall include the schedule and drawings attached hereto as well as the samples and patterns if any.
- viii. **Month** shall mean the Calendar month.
- ix. **Writing** shall include any manuscript, typewritten, printed or other statement reproduced in any visible form and whether under seal or under hand.

3. Contract Documents.

The term **Contract Document** shall mean the following documents, which shall be deemed to form an integral part of the Contract:

- a. Articles of Agreement;
- b. Instructions to Tenderer;
- c. Conditions of Contract;
- d. Contractor's Proposal / Offer including the relevant correspondences prior to signing of the agreement with all Annexure duly filled in;
- e. The Specifications of the Stores; and
- f. Bill of Quantities with prices.

4. Signing of the Contract Agreement

Within 7 days of the issue of the letter of intent, the successful bidder (bidders) will be required to **sign an agreement** with the University for the supply of such quantity, in whole or in part, of the tendered Stores as will be communicated to him / her (them) in the letter of intent.

5. Packing, Marking and Handling

- a) All the Stores, whether imported or locally manufactured / available, shall be delivered to the University at Jamshoro or Hyderabad in **safe and secure condition** at the risk and cost of the Contractor.
- b) The packing, marking and handling shall be so arranged by the Contractor as to **prevent any loss of or damage** to the Stores.
- c) In case any of the items of the Stores are to be imported by the Contractor, the **import** shall be **arranged by the Contractor** himself / herself with such packing and marking and through such means as deemed fit by him / her for safe and secure delivery at University. The packing of the Wi-Fi Equipments & items shall be the usual export packing to ensure safe journey by air, sea, rail and road, as the case may be, of the Stores to destination. Each packing shall be clearly marked in English with the following:

- i. Port of Destination: **KARACHI.**
- ii. Name of the Ship: _____
- iii. Name of the Consignee: Chairman, Central Purchase Committee
Liaquat University of Medical & Health Sciences
JAMSHORO, SINDH, PAKISTAN

- i. Name of the Contractor: **CONTRACTOR'S NAME & ADDRESS**
- ii. Case Number & Contents: _____
- iii. Net Weight & Dimensions:(length, Breadth & Height)
- iv. Gross Weight: (Kg.)
- v. Number & Date of Contract: _____

- d) Marking: **LUMHS** in a 6 in. x 4 in. rectangle

LUMHS

6. On-arrival Inspection

There shall be inspection of the Stores by the Chairman, Central Purchase Committee or his designated staff of the University after arrival in the University in presence of the Contractor or his authorized representatives. The **inspection report**, which, inter-alia should indicate the condition in which each item of the Stores has been received, shall be signed by the above representatives. The Contractor shall coordinate with the Chairman, Central Purchase Committee LUMHS, for arranging the inspection at such date and time as is convenient to the above representatives.

7. Taking Over

Upon receipt of the equipment in the University and after inspection, as stated in Clause 6 above, the University will issue a **taking-over certificate** in respect of those items of Stores which are received in acceptable condition. The taking-over of the damaged items will be withheld until the same are replaced and are re-inspected and found in acceptable condition.

8. Installation and Demonstration of Stores

a). Installation

- i) After inspection and taking over of the Stores, as stated in Clauses 6 and 7 above, the **Contractor shall install** those items of Stores which are to be permanently positioned in place in the University. For this purpose, the Contractor shall co-ordinate with the Chairman, Central Purchase Committee LUMHS, for making arrangements for the Hardware and Tools needed for the installation.
- ii) The cost of hardware **for installation** shall be borne by the Contractor. The Contractor shall provide, along with his offer, the details of the hardware needed for each item of the Stores separately. The technical and other personnel needed for installation of the Stores shall be provided by the Contractor at his cost. The entire cost of installation, configuration, and application, hardware and tools shall be borne by the Contractor.

b). Demonstration

- i) After installation of the Stores, as stated in Clause 8 a) above, the complete **working of each item** of Stores for the purpose of performing the intended purpose, testing of specimens and recording of the test results etc., shall be demonstrated fully to the designated staff of the University by the Contractor or his technical personnel.
- ii) The entire **cost**, including the T.A. / D.A. of the personnel involved in the demonstration, shall be **borne by the Contractor**.

9. Completion Certificate

After completion of the installation and demonstration, as stated in Clause 8 above, a certificate is to be obtained by the Contractor from the concerned stating that the Stores (item-wise) have been satisfactorily installed and demonstrated by the Contractor.

10. Terms of Payment

The Contractor shall be paid for Stores in the following manner:

No advance payments would be released / paid by the university.

For all those items of Stores for which the taking over certificate has been issued by the University, as stated in **Clause 7** above, the University will pay to the Contractor seventy percent (**70%**) of the total price of the items quoted by the Contractor, the remaining thirty percent (**30%**) will be paid after presentation of the completion certificate.

The payment for those items of Stores for which the taking over certificate has not been issued by the University, as stated in **Clause 7** above, will be with-held and released only after the items are found in acceptable condition or damaged items are replaced, re-inspected and found in satisfactory condition with consequent issuance of the certificate.

11. Warranty / Guaranty

- a) The Contractor shall **guarantee** supply of good quality Stores in accordance with the Specifications and as stated in Clause 4 of the “Instructions to the Tenderer”. Further, the Stores shall be brand new and absolutely free from all defects in material, quality and workmanship. In case of defects, the defective Stores, or the defective parts / components of the Stores thereof, shall be replaced by the Contractor free of cost to the University within reasonable time.
- b) The Contractor shall **warranty** that the Stores shall be fit for the purposes and operation mentioned in the relevant clauses of the “Instructions to the Tenderer” and “Conditions of Contract”, notwithstanding the fact that the entire Stores, or any item or part of the Stores, bear or are found to bear a patent or trade mark.

12. Breach of Contract

In case of breach of warranty /guarantee or Contract, the **damages** suffered by the University shall be **recovered from the Contractor** out of any payment due to the Contractor and / or in accordance with the terms and conditions of the Contract Performance Bond given at Annexure “C” enclosed with this Tender Document, without notice to the Contractor.

13. Contractor’s Default Liability

- a) The University may upon written notice of default to the Contractor **terminate the Contract** in the circumstances detailed hereunder:
 - i. If in the judgment of the University, the Contractor fails to make delivery of the Stores within the time specified in the Contract Agreement or within the period for which extension has been granted by the University; and
 - ii. If, in the judgment of the University, the Contractor fails to comply with any of the other provisions of the Contract.
- b) In the event the University terminates the Contract, in whole or in part, as provided in Clause **13 a)** above, the University reserves the right to **purchase**, on such terms and

conditions as it may deem appropriate, Stores similar to the one terminated, and the Contractor will be liable to the University for any additional costs for such **similar Stores**, and / or for liquidated damages for delay, as defined in Conditions of Contract until such reasonable time as may be required for the final supply of the Stores.

- c) If the Contract is terminated, as provided in Clause **13 a)** above, the University, in addition to any other rights provided in this Clause, may require the Contractor to **transfer title** and deliver to the University under any of the following cases in the manner and as directed by the University:
 - i) Any **completed Stores**; and
 - ii) Such **partially completed Stores**, drawings, information and contract right (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of such parts of the Contract as has been terminated.
- d) In the event the University does not terminate the Contract, as provided in Clause **13 a)** above, the Contractor shall continue with the performance of his / her Contract, in which case the Contractor shall be liable to the University for **liquidated damages for delay** as set out until the Stores are accepted.

14. Termination of Contract

- a) If, for any cause, the University finds it impossible to continue operation with the Contractor, then **prompt notification** in writing shall be given to the contractor.
- b) If the delay or difficulties so caused cannot be expected to cease or become avoidable, or if operation cannot be resumed within three months, then University shall have the right to terminate the Contract by giving ten **(10) days written notice** to the other.

15. Force Majeure

The Contractor shall not be liable for any additional cost or for liquidated damages for delay or any failure to perform the Contract arising out of force majeure or cause beyond his / her control including acts of God, or of the public enemy, or of the Government, fires, floods, epidemic quarantine restrictions, strikes, freight embargoes and default of subcontractors due to any such cause (unless the University shall determine that the Stores to be furnished by the Contractor might reasonably have been obtained from other sources in sufficient time to allow the Contractor to meet the required time schedule), provided that the Contractor shall within ten (10) days from the beginning of such delay notify the University in writing of the **causes of the delay**. The University shall ascertain the facts and the extent of the delay and **extend the time** for completing the supplies as in its judgment the findings justify.

16. Rejection

- a) In the event any portion of the Stores supplied by the Contractor is found before taking over to be **defective in material or workmanship**, or otherwise not in conformity with the requirements of the Contract, the University shall have the right to either reject or require, in writing, rectification of the Stores. In the later case, the Contractor shall with utmost diligence, and at his own expense, rectify the defects so

specified or replace the defective Stores. If the Contractor fails to replace the rejected Stores, the University may adopt any of the following options:

- i) **Replace**, at its option, such defective Stores and charge to the Contractor the excess cost occasioned to the University plus (15%) fifteen percent; or
 - ii) **Acquire** the said Stores **at a reduced price** considered equitable under the circumstances; or
 - iii) **Terminate the Contract** as provided in Clause **14** of these Conditions of Contract.
- b) Nothing in this Clause shall affect any claim by the University under Clause **18** hereafter.

17. Extension of Time

If the completion of the Contract is delayed due to reason beyond the control of the Contractor, the Contractor shall without delay request the University, in writing, of his **claim** for an extension of time. The University on receipt of such request may agree to **extend the completion date** as may be reasonable in the circumstances of the case but without prejudice to other terms and conditions of the Contract.

18. Delay in Delivery - Liquidated Damages

a) Should the **progress** of the Contract at any time be **lagging behind** the program agreed between the University and the Contractor, the University will notify the Contractor in writing and the Contractor shall there upon take such steps as he / she may deem fit to **expedite the progress** of the Contract. Non-issuance of this notice by the University shall not in any way absolve the Contractor of the liquidated damages as stated in Clause **18 b)** below.

b) If the Contractor **fails to complete the Contract**, in full or part, within the time laid down in the Contract Agreement or any extension thereof, there shall be deducted from the Contract Price, as **liquidated damages**, a sum of one half of one percent (**0.5%**) of the **Contract price** of each unit of the delayed Stores for each calendar week of delay subject to the **maximum** of five percent (5%) of the Contract Price of the unit or units so delayed, and such deduction shall be in full satisfaction of the Contractor's liability for the said failure.

19. Period of Guarantee / Maintenance

The term **period of guarantee** shall mean the period of one years (**12 months**) from the date on which the Stores have been put into operation and demonstrated to University staff. In any case this period shall not exceed Twenty Four (24) months from the date of taking-over certificate. The term **period of maintenance** shall mean the period of one year (**12 months**) from the date of expiry of period of guarantee.

a) During the period of guarantee / maintenance, the Contractor shall at his / her expense provide support and services of all kinds and free parts, spares, components (active and passive) etc.

b) Maintenance period can be extended on mutual consent and on the basis of contractor's performance at reasonable yearly charges.

c) The provisions of this Clause include all the **expenses** that the Contractor may have to incur for delivery and installation of such replacement parts, material, and equipment as are needed for satisfactory operation of the Stores at the University premises.

Maintenance Requirements

Successful vendor shall be responsible to provide free comprehensive maintenance and support service for defined period. These services should include:

- a. Parts, Spares, components, accessories, services and labor.
- b. Software Upgrades for equipment
- c. Technical support of principal / online access
- d. Backup support in less than 6 hours
- e. Preventive Response measures

Above mentioned services are required on sites of Jamshoro and Hyderabad on entire system.

20 Non-assignment

The Contractor shall **not have the right to assign or transfer** without the prior approval of the University the benefit and obligations of the Contract or any part thereof.

21. Expenditure Under Contract

The Contractor shall not make any expenditure for the purpose of this Contract in any **country not authorized** by the Government of Pakistan

22. Payments Due from the Contractor

All costs, ascertained damages or expenses for which under the Contract the Contractor is liable to the University may be deducted by the University from any money due or may become due to the Contractor under the Contract or may be recovered by action of law or other wise from the Contractor.

23. Legal Proceedings

The Contract and the Tender Documents are governed by the **laws of Pakistan** and no proceedings to or arising out of any of them shall be instituted in any courts other than those situated at Hyderabad and Karachi.

24. Dispute

Should any question or dispute arise as to the material, design, construction or delay in the supply of the Stores or the purpose or the performance for which they are required or are warranted, the University shall nominate an independent **certifier / expert** having knowledge of such equipment, etc., who will, after affording the parties to the dispute an opportunity to present their contention, and after having tests made as the certifier deems fit, certify whether there has been any breach of Contract or warranty and, if so, what sum shall be paid to the University in diminution or extinction of price, and such certificates shall be final and binding and shall not be questioned and shall be acted upon in arbitral or other legal proceedings. The award of the costs of the certifier will be within his / her own discretion and shall be recoverable from the party against which the costs are awarded.

25. Arbitration

All disputes and matters of difference whatsoever (other than those relating to the certificate of expert certifier) between the University and the Contractor relating to and arising out of the Contract and Tender Documents shall be referred to arbitration under the arbitration act 1940 with amendments and re-amendments thereof, each party nominating its own arbitrator. The umpire will be nominated by the arbitrators within the first three arbitral hearings. **The award of the arbitrators or of the umpire shall be final and binding** upon the parties. The arbitral proceedings shall be held at Jamshoro.

FORM OF TENDER
(LETTER OF OFFER)

Tender Reference No. _____ Dated _____

Name of Contract: **Supply, Installation, Putting into Operation and Demonstration of Wi-Fi Network at LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES, Jamshoro, Sindh**

Chairman
Central Purchase Committee
LUMHS, Jamshoro.

Dear Sir,

1. Having examined the Tender Documents including Instructions to Tenderer, Conditions of Contract, Specifications, Drawings, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Contract, we, the undersigned, being a company doing business under the name and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Contract and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Tender Price of Rs. _____ (amount in figures and words) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Tender.
3. As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Bid Money referred to in Clause 3 of the Instructions to Tenderer, in the amount of Rs. _____ (amount in figures and words) drawn in favor of or made payable to LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES, Jamshoro, and valid for a period of 28 days beyond the period of validity of this Tender.
4. We undertake, if our Tender is accepted, to complete the whole of the work comprised in the above-named Contract within the time stated in Instructions to Tenderer.
5. We agree to abide by this Tender for the period of 60 days beyond the date of opening of the Tender, and it shall remain binding upon us and may be accepted at any time before the expiration of this period.
6. Unless and until a formal Contract Agreement is signed, this Tender, together with your acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Tender is accepted, to execute the Contract Performance Bond referred to in Clause 3 of the Instructions to Tenderer and as per Annexure "C" for the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any Tender you may receive.
9. We do hereby declare that this Tender is made without any collusion, comparison of figures or arrangement with any other person or persons making a Tender for the above-named Contract.
10. We confirm, if our Tender is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Vice-Chancellor, LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES, and Jamshoro. (Please delete this clause in case of Tender from a single firm)

Dated this _____ day of _____ 2009

Signature _____ in the capacity of _____ duly authorized

to sign Tender for and on behalf of _____
(Name of Tenderer in Block Letters)

Address: _____

Witness:

Name: _____

Address: _____

Occupation: _____

TENDER PARTICULARS

THE TENDERERS MUST SUPPLY THE FOLLOWING SPECIFIC INFORMATION FOR EACH ITEM OR GROUP OF ITEMS OF THE STORES:

1. **Conformation of Stores:**

Whether the Stores offered conform to the particulars specified in the Schedules; if not, details of deviations must be stated.

2. **Principals/Proprietor:**

- a. Brand of Wi-Fi Equipments/Other related components.
- b. Name and address of Principals; and
- c. Country of origin of Stores.

3. **Delivery Schedule:**

- i. Earliest date by which delivery can be effected;
- ii. Complete schedule of delivery; and
- iii. If the delivery period is different for different items, it must be indicated item wise.

4. **Packing Specification:**

Whether the specifications for packing given in the Tender Documents will be adhered to.

CONTRACT PERFORMANCE BOND

(Bank Guarantee on stamp paper at the rate prescribed by Government of Pakistan)

Guarantee No. _____

Executed on _____

Expiry Date _____

Letter by the Guarantor (Bank) to the Employer (University)

Name of Guarantor (Bank) with Address: _____

Name of Principal (Contractor) with address: _____

Penal Sum of Security (Bond), (in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the Tender Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal (Contractor) we, the Guarantor above named, are held and firmly bound unto the Vice-Chancellor , LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES, Jamshoro, Sindh, acting through the Chairman, Central Purchase Committee LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES, Jamshoro {hereinafter called the Employer (University)} in the penal sum of amount stated above for the payment of which sum well and truly to be made to the said Employer (University), we bind ourselves, our heirs, executors, administrators and successors, jointly and severely, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal (Contractor) has accepted the Employer’s (University’s) above said Letter of Acceptance for the supply, installation, putting into operation and demonstration of Wi-Fi Network for LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES, Jamshoro, Sindh.

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer (University), with or without notice to the Guarantor, which notice is hereby waived and shall also well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till the expiry of the guaranty period as per Clause of the Conditions of Contract.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer (University) without delay upon the Employer's (University's) first written demand without cavil or arguments and without requiring the Employer (University) to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's (University's) written declaration that the Principal (Contractor) has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to the Employer's (University's) designated Bank and Account Number.

PROVIDED ALSO THAT the Employer (University) shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling the said obligations, and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer (University) forthwith and without any reference to the Principal (Contractor) or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body

Guarantor (Bank)

Witness:

1. _____
(Signature)

Corporate Seal)

1. Signature _____

2. Name _____

2. _____
(Signature)

3. Title _____

(Name, Title, Address)

(Corporate Guarantor Seal)

BOQ of Wi-Fi Network

BOQ of Wi-Fi Network

S No.	DESCRIPTION	Quantity	Unit Price (PKR)	Extnd. Price (PKR)
1	2.4/5.8 Ghz Wireless Multiband Base Station with all necessary components. (Unlicensed band)	01		
2	Wideband 90 degree sector panel Antenna for Base Station with all necessary components (Unlicensed band)	04		
3	Unlicensed band CPE/Wireless Bridge Complete outdoor waterproof	04		
4	2.4/5.8 Ghz Wireless Access Points with 802.11af PoE (Unlicensed band)	30		
5	High power USB Adapters	05		
6	Earth Pit with less than 1 Volt rating	03		
7	30* Feet Tower for CPE	02		
8	20* Feet Tower for CPE	01		
9	16 Port Manageable Ethernet Switch	03		
10	Passive Power over Ethernet Injector	30		
11	UTP Cable cat 6 (Meter)	2000		
12	UTP I/O Jacks , Back box and Dual Shutter Face plate	30		
13	Security Boxes for Access Points	30		
14	Racks with 24 port patch panel	03		
15	1 KVA Smart UPS	04		
16	Point to Multi Point Installation, Commissioning, and Testing and any necessary equipment / Component required to establish the connectivity will be vendor's responsibility with cable laying, I/Os punching and Work for Duct Patti/Pipe fitting wall cutting fixing with all respect.	1 Job		
17	01 Years Comprehensive on Site Warranty and 01 year Maintenance	As Per Requirement		
			Total Project Price	

* Approximate Tower Height Mentioned may vary on Survey