

STANDARAD BIDDING DOCUMENTS



**SUPPLY, INSTALLATION, TESTING,
COMMISSIONING AND TRAINING OF**

50 KW SOLAR SYSTEM

April 2025

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

REGISTRAR
THE SHAIKH AYAZ UNIVERSITY, SHIKARPUR

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 The Shaikh Ayaz University, Shikarpur 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. The Shaikh Ayaz University, Shikarpur 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 The Shaikh Ayaz University, Shikarpur requires and where they are to be conducted. The Shaikh Ayaz University, Shikarpur 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 The Contractor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services
- 1.8. The Bidder/The Contractor 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. The Shaikh Ayaz University, Shikarpur reserves the right to reject any or all Bids/Offer without assigning any reason or cancel the process at anytime.
- 1.14. The Shaikh Ayaz University, Shikarpur 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 shall submit the bids for the whole BOQ or the items required.

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 The Contractor with filled-in specification sheets, relevant documents and mandatory registration, experience and other certificates..

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. The Shaikh Ayaz University, Shikarpur, therefore, expects significant educational and volume discounts.

2.2.2.4 the Bidder/The Contractor shall furnish **separate earnest money** equivalent to **5%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of "**SAU Collection**" 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 The Shaikh Ayaz University, Shikarpur 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/Bank Guarantee** issued by a scheduled bank of Pakistan in favor of "**SAU Collection**" at the time of signing of contract agreement and will be released 30 days after completion of assigned work.

2.6. Proposals sent to The Shaikh Ayaz University, Shikarpur by fax or email will not be accepted.

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

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/The Contractor for the equipment:

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

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

The Shaikh Ayaz University, Shikarpur

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

3.3 The Contractor 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, The Contractor must provide owner's manuals, manufacturer's data sheets, and a complete equipment list.

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

4. SELECTION PROCEDURE

The Shaikh Ayaz University, Shikarpur intent in issuing this NIT 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.



THE SHAIKH AYAZ UNIVERSITY SHIKARPUR

Procurement Cell

Tender# TSAUS-PROC-2025-002

NOTICE INVITING TENDER

The Shaikh Ayaz University, Shikarpur is a public sector university, invites e-bids through E-Pak Acquisition & Disposable System (EPADS) from well reputed bidders/firms/companies having registration with the FBR & SRB to give Supply, Installation, Testing, Commissioning and Training of Solar System:

Name of Bid	Reference No.
Supply, Installation, Testing, Commissioning and Training of Solar System 50 KW	The Shaikh Ayaz University, Shikarpur /REG/2025/02

Tender Fee	Rs. 3,000/- (Rupees three thousand only) <i>Non-Refundable in shape of Pay Order / Demand Draft in favor of Security deposit, The Shaikh Ayaz University, Shikarpur</i>
Tender Type	Single Stage – Two Envelopes
Bid Security	5% of the total bid value.
Purchasing Date & Time	16 th May 2025 till 11:00 A.M.
Bids Submission Date & Time	16 th May 2025 till 12:05 PM
Bid Opening Date & Time	16 th May 2025 at 12:35 PM

E-bidding documents as per detailed terms and conditions, specifications and requirements are available for the registered bidders at Sindh Public Procurement Regulatory Authority's EPAD website <https://portalsindh.eprocure.gov.pk/#/> and university website <https://saus.edu.pk/> on the payment noted above (non-refundable) on any working day except the day of the opening of the tender.

The e-bids must be submitted using EPADS (as per details mentioned in above table), Manual bids shall be un-accepted. The tender fee (non-refundable) and earnest money (refundable) in the form of pay order or demand draft issued by the scheduled Bank of Pakistan in favor of The Shaikh Ayaz University, Shikarpur should be submitted in the office of the Registrar, The Shaikh Ayaz University, Shikarpur before the deadline for submission of E-bids through EPADS.

In case of any unforeseen situation resulting in the closure of the office on the date of opening or if Government declares Holiday the bids shall be submitted/opened on the next working day at the same time and venue. The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of SPPRA Rules (amended up to date) and may cancel the bidding process at any time prior to the acceptance of a bid proposal under Rule 25 of the said rules.

Registrar
The Shaikh Ayaz University, Shikarpur

MANDATORY ELIGIBILITY CRITERIA FOR BIDDERS

S.#	Description	Mandatory
1	Registration with Income Tax & Active Taxpayer status	Mandatory
2	Sales Tax (GST) Registration & Active Taxpayer status	Mandatory
3	Registration with SRB & Active Taxpayer status	Mandatory
4	Tender Fees (Rs. 3,000/-). DD / PO	Mandatory
7	Valid registration Certificate with PPIB/AEDB Category	Mandatory
8	Authorization from Manufacturer (Solar Panels [Tier-1] & Inverters)	Mandatory
9	Affidavit on Judicial / Stamp Paper of Rs. 100/- or above, duly attested by Notary Public that the firm would supply / installation Brand New / Original equipment for the project	Mandatory
10	Affidavit on Judicial / Stamp Paper of Rs. 100/- or above duly attested by Notary Public that they have never been blacklisted by any Government/ Semi Government Organization	Mandatory
11	Certificate that Bid Security has been attached to the financial proposal without showing the amount of bid security in technical proposal.	Mandatory

The bidder(s) will be declared as responsive for Technical Evaluation of Bid(s) upon submission of all above mentioned mandatory documents for eligibility. In case of NOT meeting any single requirement, the Bid shall be declared NON- RESPONSIVE, No Documents will be considered after the opening of Technical Bid.

TECHNICAL EVALUATION

Participants will be evaluated as per criteria defined below. Bidders with complete documents (as list mentioned above) will be considered for evaluation. All technical qualified bidders will be called for financial bid opening.

a. GENERAL CAPABILITIES			
S N	Description	Marks Assigned	Criteria for Marks Obtained
	Years in business (<i>verified through legal document issued to do business</i>)	10	10 marks will be given for 10 years or above 5 marks will be given for 5 to 9 years 3 marks will be given for below 5 years
	Original Equipment Manufacturer (OEM) Authorization	5	5 marks will be assigned in case of valid licence produced. No marks will be given if license is not attached
	Annual Turnover	5	5 marks will be assigned in case of Average Annual turnover of last three years > PKR 50 Millions 3 marks will be assigned in case of Average Annual Turnover of last three years > PKR 25 Millions 1 marks will be assigned in case of Average Annual Turnover of last three years < PKR 25 Millions
	Tax Returns	9	3 marks will be assigned on each year tax returns No marks will be given if tax return is not attached
	Annual Audited Financial Statements	6	2 marks will be assigned on each year Annual Audited Financial Statements No marks will be given if Annual Audited Financial Statements is not attached
	Solar Power Project of 50 KW or above	20	10 marks will be assigned for each completed project of 50 KW. Award of work and satisfactory completion certificate issued by the concerned where applicable must be produced and must be verified during technical evaluation. No marks will be given if documents are not attached.
	Solar Power Project of 25 KW or above	10	5 marks will be assigned for each completed or work in progress project of 25 KW or above. Award of work and satisfactory completion certificate issued by the concerned where applicable must be produced and must be verified during technical evaluation. No marks will be given if documents are not attached.
	Public Sector Solar Power Projects of 20 KW or above	15	5 marks will be assigned for each completed or work in progress project of 20 KW or above. Award of work and satisfactory completion certificate issued by the concerned where applicable must be produced and must be verified during technical evaluation. No marks will be given if documents are not attached.
	Cumulative Installed Capacity of 100 KW	10	If the cumulative installed capacity successfully completed is of 100 KW or above supported by the relevant documents, 5 marks shall be assigned.

B.Sc. Electrical/Electronic Engineer registered with Pakistan Engineering Council (PEC). One Engineer (Attach Copy of Valid membership of PEC & 2 years of solar experience)	10	5 Marks will be given if Attached Valid PEC Membership & 5 Marks on Solar Experience. • 0 Marks will be given if membership & experience certificate is Expired/Not Provided
Total Marks Allocated	100	<u>PASSING MARKS 70%</u>

Final Selection:

The final selection shall be made on the basis of lowest Financial Bid quoted by the Technically Qualified Bidder which shall be declared as Most Advantageous Bid and shall be recommended for the award of work.

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. The Shaikh Ayaz University, Shikarpur 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, The Shaikh Ayaz University, Shikarpur reserves the right to cancel the order and impose penalty up to 10% of ordered value.

9. TERMS OF PAYMENT

Please also quote rates in Pak Rupees in case The Shaikh Ayaz University, Shikarpur opts to buy on availability basis, payment will be paid within 30 days after satisfactory installation/delivery/completion of items/works .

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. The Shaikh Ayaz University, Shikarpur reserves the right to increase or decrease the quantities at the time of order placement as per provision of SPP rules 2010

12. CLARIFICATION AND AMENDMENT IN STANDARD BIDDING DOCUMENT

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

Registrar

The Shaikh Ayaz University,
Shikarpur

Email : registrar@saus.edu.pk

TECHNICAL SPECIFICATIONS & QUANTITY

50 KW Off Grid Solar System				
S.N	Item Details	Brand	Qty	Unit
1	Supply, Installation, Testing & Commissioning of Solar Panel Mono-PERC (Crystalline)-600W with 30 Year linear Warranty & 10 years workmanship warranty with 21 % Efficiency and CE Certified with availability of flash test reports of quality from manufacturer	Longi HIMO X 10/ Equivalent	100	Panels
2	Supply, Installation, Testing & Commissioning of hybrid inverter with direct mode option and can run directly on solar with or without battery and without the GRID / generator support Having capability to run directly on solar in day time as per generation of solar	Hybrid Inverter 12 kw Solax X1 – GENKI-12KW /Inverex/ equivalent	5	No.
3	Supply, Installation, Testing & Commissioning DC breaker 1000 v DC with Dc breaker box as per required size	ABB/Schneider or equivalent (1000V ,16 A), 4-pole, 20A	14	No.
4	Supply, Installation, Testing & Commissioning Inverter Breaker	2 Pole – 50 A (Terrasaki / ABB / equivalent		
5	Supply, Installation, Testing & Commissioning Change Over Switch (100 A) – 2 Pole	6	No.	
6	Supply, Installation, Testing & Commissioning of Solar panel structure G.I 18-gauge L2 type complete in all aspects having capacity to withstand with 120 Km/h wind speed.	Galvanized Iron	50	No.
7	Supply, Installation, testing and commission of DC Cable (4 sq.mm) (Losses less than 1%) with 30 Years in 1” PVC conduit	Pakistan cables / Fast Cables / equivalent	400	Mtr
8	Supply, Installation, testing and commissioning of AC DB (as per requirement)	Hussain & co / equivalent	6	No.s
9	Earthing Pit (Less than 2 Ohm) , Maintenance free & Lightning Protection system for PV Panels & Its structure	Less than 1 ohm	3	Nos
10	Supply, Installation, testing and commissioning AC wiring = 10 sqmm single core (Red, Black & Green) as per requirement		500	Mtr

11	Supply, Installation, Testing & Commissioning AC breaker= 2 pole= 50 Amp with required breaker box.	ABB/Terasaki / equivalent	6	No.s
12	Miscellaneous works	AS Per Site)	1	Job
13	Civil works for installation of GI Structure of Solar Panels		1	Job
	Total Amount without tax			
	Including Taxes			
	Total Amount Including All Taxes & Freight etc.			

Important Note:

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

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 _____ (The Contractor 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

The Shaikh Ayaz University, Shikarpur (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office behind C&S Govt: Boys Degree College Shikarpur (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 The Contractor 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 The Contractor 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 The Contractor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. The Contractor will start the work immediately of Sign of this agreement or from receipt of work Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. The Contractor 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 Contractor 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 Contractor 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 Contractor by The Shaikh Ayaz 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 Contractor 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. The Contractor 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 The Contractor 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 The Contractor 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 The Contractor 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 The Contractor 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, The Contractor 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 Contractor hereby warrants that the terms of the agreement has been read to him and understood by him.
 11. The Contractor shall conduct his business in a professional ethical manner. The Contractor 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 Contractor (his employees) and the client. The The Contractor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 13. The Contractor shall hold in strict confidence any information provided by CLIENT to The Contractor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of The Contractor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of The Contractor to sign a separate secrecy agreement to protect its interests in such confidential information. The Contractor 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 Contractor 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 Contractor or his employees/representatives.
 15. The Contractor indemnify The Shaikh Ayaz University, Shikarpur 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. The Shaikh Ayaz University, Shikarpur 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 The Shaikh Ayaz University, Shikarpur requires and where they are to be conducted. The Shaikh Ayaz University, Shikarpur 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 The Contractor to influence The Shaikh Ayaz University, Shikarpur, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and The Contractor black listing for any future tender of The Shaikh Ayaz University, Shikarpur.
 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/The Contractor for the equipment:
 21. The Contractor 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 contractor.

24. Delivery period will be as communicated through emails to the The Contractor 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. The Shaikh Ayaz University, Shikarpur 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.**
 The Shaikh Ayaz University, Shikarpur 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 The Contractor 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

The Contractor 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 Contractor and agreed by the Client, Purchase Orders, Emails by the client to The Contractor etc.
33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.
34. **IN WITNESS WHEREOF** The Contractor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

The Contractor :
CNIC # _____
Address: _____

Client: For and on behalf of
 The Shaikh Ayaz University, Shikarpur

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

Signature: _____
 Name: _____
 CNIC # _____
 Address _____