

Institute of Business Administration Karachi

Tender Form

For

MOBILE VIDEO CONFERENCING SOLUTION

Date of issue : 14-Feb-2014

Last date of submission: 04-March-2014

Tender # IT/49/2013-14



1. General Terms & Conditions

a) Earnest money

An earnest money, in the shape of a bank draft / pay order in the name of "Institute of Business Administration" Karachi, equivalent to 2.5% of the total cost of bid, should be submitted along with the tender documents.

b) Validity of the proposal

All proposal and prices shall remain valid for a period of 90 days from the closing date of the submission of the proposal. However, the responding organization is encouraged to state a longer period of validity for the proposal.

c) Currency

All currency in the proposal shall be quoted in Pakistan Rupees (PKR).

d) Sales Tax and other Taxes

The responding organization (RO) is hereby informed that the IBA shall deduct tax at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered by any responding organization. The responding organization will be responsible for all taxes on transactions and / or income, which may be levied by the government. If responding organization is exempted from any specific taxes, then it is requested to provide the relevant documents with the proposal.

e) OEM Relationships & Warranties

The responding organization (RO) should be an authorized business partner from the ORIGINAL EQUIPMENT MANUFACTURER (OEM), for the proposed hardware, software or networking components in Pakistan. A certificate to their effect should be included in the proposal otherwise the bid is liable to be rejected. ROs having Gold, Silver or Premier Partnership with the OEM will be given preference in the final evaluation.

Selected vendor will provide maintenance / support service, after expiry of warranty, for each category of products identified, at a rate, which is not more than 10% of the initial purchase / license cost. Selected vendor should also be committed to provide maintenance / support service for a period of at least five years after expiry of warranty period. However, IBA will not be bound to avail this service.

The equipment should be supplied through verifiable distribution channel in Pakistan.



f) Ownership

The ownership of all products and services rendered under any contract arising as a result of this tender will be the sole property of IBA.

g) Delivery of Equipment

All equipment for the project will be delivered new, in packed condition directly to the location, as per the discretion of IBA. If equipment delivered is not conforming to the specifications and bill of quantity, the equipment will not be accepted. The equipment will be installed only after inspection.

h) Arbitration and governing law

This tender and any contract executed pursuant to this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all responding organizations responding to this tender and parties to any contract executed pursuant to this tender shall submit to the exclusive jurisdiction of the Pakistani Courts. The arbitration proceeding will be governed by the Arbitration Act, 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

i) Acceptance of Proposals

The IBA reserves the right not to accept the lowest or any proposal and to annul the bidding process without assigning any reason whatsoever.

j) Support Capabilities

The RO should indicate the support capabilities for all the hardware provided during the course of the project. Details of qualifications / capabilities of support staff should also be included in the corporate profile.

k) Compliance to specifications

The RO shall provide information as per requirements given in Annexure - A. However, RO can submit multiple solutions. RO may not propose / supply any kind of refurbished hardware equipments / components in their proposals.

An RO can bid for one and more than one items. Separate items can be purchased from separate ROs on basis of their compliance and cost. RO should clearly indicate the duration of delivery of equipment after award of contract.



l) Material

Material of this order is subject to final inspection from Technical Team at the time of delivery.

m) Cancellation

IBA reserves the right to cancel any or all of the above items if material is not in accordance with its specifications or if the delivery is delayed.

n) Payment

Payment will be made through crossed cheque after the delivery and complete installation of the item and receipt of the invoice. Advance payment will ONLY be made against Bank Guarantee an A Rated bank of the same amount.

70% of the total order value would be paid after supply, installation & commissioning and integration of the equipment at IBA Karachi both campuses and issuing of PAT & FAT in writing by the vendor & ICT department.

20% of the order value would be paid after one year from the signing of the PAT date.

10% of the order value would be paid after two year from the signing of the PAT date.

Or against a bank guarantee drawn on a scheduled commercial bank in favour of IBA, Karachi for the equivalent amount of claim valid till the end of the warranty period.

o) GST

GST will be paid on applicable items only.

p) Penalty

Penalty at the rate of 2% per month on actual will be imposed on delayed delivery or work up to 10% of the total contract value.

q) Increase in price

No increase in the value of above mentioned items will be accepted on account of either unit price, total price, any or all other charges, duties, taxes, scope of supply and or any other head of account shall be allowed.

r) Increase in taxes

Any increase in taxes, the IBA should not be responsible, but, if any taxes are reduced, the IBA should get its benefit.

