

Tender Fee: Rs. 3000/-  
(Non-Refundable)

## **TENDER FORM**

### **Tender # IT/07/25-26 Provide, Supply and Installation with Commissioning of UPS**

**Date of Issue : December 12, 2025**

**Last Date of Submission : December 26, 2025 (3:00 PM)**

**Date of Opening of Tender : December 26, 2025 (3:30 PM)**

**Company Name:** \_\_\_\_\_

**NTN:** \_\_\_\_\_

**SRB / GST Registration Number:** \_\_\_\_\_

**Pay Order / Demand Draft # \_\_\_\_\_, Drawn on Bank \_\_\_\_\_**

**Amount of Rs. \_\_\_\_\_, Dated: \_\_\_\_\_**

## **Notice Invitation Tender (NIT)**

### **Tender Notice**

The Institute of Business Administration, Karachi (IBA) invites sealed bids from active taxpayers of manufacturers/firms/companies/distributors/suppliers registered with relevant tax authorities for the following tender.

<b>Tender Title (Ref. No.)</b>	<b>Procedure</b>	<b>Bid Security</b>
Provide, Supply and Installation with Commissioning of UPS (IT/07/25-26)	Single Stage One Envelope	2%
<b>Tender Fee &amp; Dates</b>		
<i>Fee:</i>	Rs. 3,000/-	
<i>Issuance start date:</i>	December 12, 2025 from 09:00 AM	
<i>Issuance end date &amp; time:</i>	December 26, 2025 till 03:00 PM	
<i>Submission date &amp; time:</i>	December 12, 2025 to December 26, 2025, from 09:00 AM to 03:00 PM	
<i>Opening date &amp; time:</i>	December 26, 2025 at 03:30 PM	

Tender documents can be downloaded from the IBA and SPPRA EPADS websites. The tender fee challan to be generated from the IBA website at <https://tenders.iba.edu.pk> and deposited at any branch of Meezan Bank Ltd.

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) should be submitted/uploaded on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/>. The original Bid Security along with the Original Bid (duly signed and stamped) must be delivered to IBA, Karachi on below mentioned address before bid opening schedule. Bids will be opened on the same date and venue in the presence of the bidders' representatives who may wish to attend.

Please ensure that bid security, in the form of a Pay Order or Demand Draft, is submitted in favor of 'IBA Karachi' along with the tender.

**N.B. (1)** IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to the relevant provision of SPP Rules 2010.

**(2)** Only uploaded bid along with supporting documents will be accepted. In case there is a contradiction between bidder's EPADS submitted bid and manually submitted bid, bid submitted on EPADS will be considered valid for evaluation purpose.

#### **REGISTRAR**

IBA, Main Campus, Karachi University Enclave, Karachi-75270

UAN: 111-422-422, Fax: (92-21) 99261508

Contact Person: Executive Procurement II on 38104700, Ext: 2155

Email: [tenders@iba.edu.pk](mailto:tenders@iba.edu.pk), IBA Website: <https://tenders.iba.edu.pk>

SPPRA EPADS Website: <https://portalsindh.eprocure.gov.pk/>

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## **1. Introduction**

Dear Tenderer:

Thank you, the interest you have shown in response to the IBA's advertisement which has floated in IBA & SPPRA websites and leading newspapers on December 12, 2025 to "Provide, Supply and Installation with Commissioning of UPS".

The Institute of Business Administration, Karachi (IBA) is the oldest business school outside North America. It was established in 1955 with initial technical support provided by the Wharton School of Finance, University of Pennsylvania. Later, the University of Southern California (USC) set up various facilities at the IBA & several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools & the assessment & testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards & academic traditions it had inherited from Wharton & USC while adapting and adjusting them with the passage of time.

We expect to avail services/works/items of high standards that meet our prime & basic specifications through this transaction.

Please contact Executive Purchase on 38104700 ext: 2155 for any information and query

Thank you.

-sd-

**Registrar**

## 2. Instructions

### (a) Sign & Stamp

It is necessary to fill in the Tender Form meticulously and sign & stamp each page. Moreover, attach the required supporting document according to the requirement. The tender document will be accepted ONLY on the IBA's prescribed Tender Document available on IBA's Website.

### (b) Filling of Tender Form

It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column un-answered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a paper & clearly mention item/column name or number etc. that referred the column/item of the Tender Form.

### (c) Collection of Tender

You can collect the Tender Document from the office of Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from December 12, 2025 to December 26, 2025 during working 09:00 AM to 05:00 PM or directly from IBA website.

### (d) Submission of Tender

The last date of submit the Tender Document in sealed envelope in December 26, 2025 by 03:00 PM in tender box placed at gate no. 04, IBA Main Campus, University Enclave, University Road, Karachi. The Tender will be opened on same day at 03:30 PM in the presence of representatives who may care to attend.

### (e) Tender Number

Please mention "Tender Number" at top left corner of the envelopes. IBA, Karachi may reject any bid subject to relevant provision of SPP Rules 2010 any may cancel the bidding Process at any time prior to acceptance of bid or proposal as per Rule-25(i) of said rules.

### (f) Communication

Any request for clarification regarding technical specification should be submitted in writing to:

Contact Person (IBA):	Executive Procurement II Institute of Business Administration, Main Campus, University Enclave, Karachi
Tel #:	021 38104700; Ext 2155
Email:	<a href="mailto:tenders@iba.edu.pk">tenders@iba.edu.pk</a>

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Stamp & Signature

**(g) Submission of Documents and Address**

Separate envelopes clearly labeled for 'Original Document', 'Copy' and 'Bid Security' must be submitted on or before last date to submit the tender documents. Tender Document can be dropped by hand or courier in tender box placed at gate no. 04, IBA Main Campus, University Enclave, University Road, Karachi by the last date indicated for submission. **Tender Document received by fax or email will not be accepted.**

**(h) Date of Opening of Tender**

Bid will be opened on December 26, 2025 at 03:30 PM at IBA Main Campus, in presence of representative bidders who may care to attend.

**(i) Rights**

Competent authorities reserve the right to accept or reject any quotation / tender without any reason thereof.

**(j) Location of Deliveries**

Supply with services will be delivered at IBA Store, Main Campus, University Enclave, University Road, Karachi. IBA not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

**(k) Location of Installation**

UPS will be installed at Girls Hostel, IBA Main Campus, University Enclave, University Road, Karachi. Placement of the UPS will be instructed later by IBA ICT department after the delivery of UPS. IBA not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

**(l) Site Survey**

Bidders may survey the sites and quote accordingly as per below;

- **Point of Contact** : Mr. Rashid Khan
- **Contact No.** : 0300-2268521
- **Email** : khanr@iba.edu.pk
- **Location** : IBA Main Campus, University Enclave, University Road, Karachi.
- **Day & Time** : December 18, 2025 10:00 AM to 04:00 PM except for Saturday & Sunday.

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 Stamp & Signature

### 3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Provide, Supply and Installation with Commissioning of UPS.
- (c) **Procuring Agency's address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 2% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days):** Forty Five (45) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date of submitting the Tender Document in a sealed envelope is December 26, 2025, by 03:00 PM in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi. The Tender will be opened on the same day at 03:30 PM in the presence of representatives who may care to attend.
- (g) **The Venue, Time, and Date of Bid Opening:** The Tender will be opened on December 26, 2025, at 03:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Time for Completion from written order of commencing:** 30 days.
- (i) **Liquidity damages:** Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery.
- (j) **Deposit Receipt No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_
- (k) **Amount** (in words and figures): \_\_\_\_\_
- Pay Order / Demand Draft #:** \_\_\_\_\_, **Amount: Rs.** \_\_\_\_\_
- Drawn on Bank:** \_\_\_\_\_, **Dated:** \_\_\_\_\_

\_\_\_\_\_  
Stamp & Signature

## **4. Terms & Conditions**

### **a) Bid Security**

Bid Security, in the shape of a bank draft / pay order in the name of “**Institute of Business Administration**” Karachi, equivalent to 2% of the total cost of bid, should be submitted along with the tender documents.

### **b) Performance Security**

Successful bidder should provide 5% Performance Security of total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery / Completion of contract or warranty period.

### **c) Validity of the Tender**

All proposals and prices shall remain valid for a period of 45 days from the closing date of the submission of the proposal. However, the Manufacturer / firms / companies / distributors / suppliers is encouraged to state a longer period of validity for the proposal.

### **d) Currency**

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

### **e) 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.

### **f) 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 Manufacturer / firms / companies / distributors / suppliers 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.

### **g) Acceptance of Tender**

The IBA reserves the right not to accept the lowest and to annul the bidding process without assigning any reason whatsoever. IBA Karachi may ask to provide demo unit which supplier quoted in the tender. After the final inspection of the unit the decision will be made.

### **h) Support Capabilities**

The Manufacturer / Firms / Companies / Distributors / Suppliers should indicate the support capabilities for all the hardware provided during the course of the warranty.

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Stamp & Signature



**i) Compliance to Specifications**

The manufacturer/firms/companies/distributors/suppliers shall provide information as per requirements given in BoQ. However, manufacturers / firms / companies / distributors / suppliers can submit multiple solutions. Manufacturers/firms/companies/distributors/suppliers may not propose / supply any kind of refurbished hardware equipment's / components in their proposals.

**j) Cancellation**

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

**k) Invoice**

Invoice / bill should be submitted to the Purchase Department.

**l) Stamp Duty**

Stamp duty 0.35% against total value of Letter of Intent/Acceptance/Purchase / Work Order will be levied accordingly.

**m) Delivery Time**

The supplies and services should be delivered to IBA Store, Main Campus, University Enclave, Karachi within 08 weeks after receiving of Letter of Intent/Acceptance or Purchase/Work Order.

**n) Payment Terms**

100% after supply and successful deployment, installation with commissioning of UPS as per Scope of Work and Bill of Quantity and submission of the commercial invoice, at IBA Main Campus, University Enclave, Karachi.

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Stamp & Signature

## 5. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the manufacturer/supplier/distributor works.

M/s. \_\_\_\_\_, the manufacturer / supplier / distributor hereby declares that:

- (a) Its intention not to obtain the Provide & Supply work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the Bidder represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the Provide & Supply or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- (c) The Bidder accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide & Supply/work/service or other obligation or benefit in whatsoever from the IBA.

### **Note:**

**This integrity pact is mandatory requirement other than auxiliary services / works.**

\_\_\_\_\_  
Stamp & Signature

## **6. Project Summary**

Institute of Business Administration, Karachi (IBA) requires 'Provide, Supply and Installation with Commissioning of UPS, as per below given Scope of Work and Bill of Quantity.

- a) Deployment & complete installation with commissioning including all required accessories.
- b) Onsite comprehensive warranty and support for three years.
- c) Technical support and firmware upgrade.
- d) Included mentioned and necessary accessories for commissioning.

## **7. Scope of Work**

- a) The selected bidder shall be responsible for providing three years of comprehensive warranty, support, services and maintenance.
- b) The scope of this bid, and its subsequent order, is to provide Supply, installation, commissioning, and support/warranties (three years) of equipment and components with transport and labour charges included in the BOQ.
- c) The selected bidder will be responsible to respond as specified below to calls, whether normal or urgent, for maintenance/support/replacement etc. of items that are part of this BoQ.
- d) 24x7 on-site support with 2 hrs initial response time.
- e) 24x7 on-site support with 4 hrs turnaround time.
- f) The selected bidder should be responsible for handling level 2 and 3 technical support issues.
- g) Bidder must provide backup in case of delay in warranty claim/support of the relevant model, as specified in BoQ.
- h) The onsite comprehensive replacement warranty period of three years is mandatory which includes replacement of the equipment included in BoQ (if necessary) without any additional cost.
- i) Bidder should provide training to at least two staff members of IBA for the proposed solution on principal aggradation centre.

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Stamp & Signature

## 8. Bill of Quantity

Items	Description	Requirement	Qty	UoM	Unit Price	Total Price
UPS	Brand	Huawei or equivalent	4	Each		
	Model	UPS2000-H-6KRTL-L (with SNMP Card) or equivalent				
	Capacity	6 kVA				
	Product Type	Rack-mounted				
	Input Voltage	L-N: 80–280 V AC (176–280 V AC at 100% load, 80–176 V AC at 40% to 100% load)				
	Operating Temperature	0-50°C, derated at above 40°C				
	Output Power Factor	1				
	Efficiency (Double Conversion Mode)	Up to 96%				
	Dimensions (WxDxH, mm)	430x514x43				
UPS Mount	Digital Energy, UPS2000, Tower Mountstand		32	Each		
DC Electric Cable	Battery Pack Cable for UPS2000-6KVA		4	Each		
Electric Cable	3Core X16sq mm Cable (in meters)		100	Meter		
Battery Rack	Battery Rack Local Including/Braker DC Cable		4	Each		
Dry Battery	Batteries 12Vx40Ah		64	Each		
Installation and Commissioning Charges			4	Job		
Total Amount of Supplies without Tax in PKR						
18% GST						
Total Amount of Services without Tax in PKR						
15% SST						
Grand Total Amount with All Taxes in PKR						

**Total Amount Rupees (in words)** \_\_\_\_\_

\_\_\_\_\_

Stamp & Signature

## **9. Bidder Qualification Criteria**

<b>S.No.</b>	<b>Mandatory Eligibility Criteria</b>	<b>Remarks Yes / No</b>	<b>Required Supporting Documents</b>
1.	Relevant experience of at least last three (03) years.		One Relevant Purchase Order/Contract of each year.
2.	Last 3 years' turnover with a minimum of 09 million (per year) on average.		Annual Income Tax Return and Audited Financial Report of last three years.
3.	Active Income Taxpayer at the time of submission of the bid.		NTN and STRN registration certificates.
4.	Active Sales Taxpayer		Copy of Last month's Sales Tax & Services Tax return
5.	Original Equipment Manufacturer (OEM) or authorized agent/partner.		Authorized Certificate/s
6.	Principal/OEM presence in Pakistan is mandatory.		NTN/STRN certificate of OEM

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 Stamp & Signature

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Tel # \_\_\_\_\_ Fax \_\_\_\_\_

Mobile \_\_\_\_\_ email \_\_\_\_\_

\_\_\_\_\_  
Stamp & Signature

## 10. General Conditions of Contract

THIS AGREEMENT is executed at KARACHI, on this day \_\_\_\_\_, 2025.

BETWEEN

M/s. Institute of Business Administration, Karachi through its Registrar, located at Main Campus, University Enclave, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s. \_\_\_\_\_, having its office at \_\_\_\_\_, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor Mr./Ms. \_\_\_\_\_, holding CNIC No. \_\_\_\_\_ on the SECOND PART.

WHEREAS "IBA" intends to obtain, Provide, Supply and Installation with Commissioning of UPS vide tender # IT/07/25-26 (IBA requirement) up to the satisfaction and handing over the material(s) to the "IBA" having accepted the offer in a finished form complete in all respect.

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"IBA" hereby offers to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Provide & Supply Security and Surveillance Equipment with Accessories". "THE SUPPLIER" hereby agrees to the offer of the "IBA" in acceptance of the terms and conditions herein below forth.

### **Article I** **DUTIES & SCOPE OF WORK**

- 1.1 This service includes, the "Provide, Supply and Installation with Commissioning of UPS", discussions with "IBA" before the determination of scope of services with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Services(s) & Work(s) of 'Provide, Supply and Installation with Commissioning of UPS' to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate their work with Manager IT, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed 'Provide, Supply and Installation with Commissioning of UPS'.

- 1.4 “THE SUPPLIER” hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 “THE SUPPLIER” will visit the Purchase Office located at Main Campus, University Enclave, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by “THE SUPPLIER”.
- 1.7 The “THE SUPPLIER” shall be responsible to provide hardware support with parts.
- 1.8 Support from the Senior Hardware Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
- 1.9 If the problem is not solved within agreed timeframe according to the severity level, thereafter, the “THE SUPPLIER” shall provide a backup unit. “THE SUPPLIER” is also bound to arrange at least 15% of the hardware inventory as backup in company office.
- 1.10 The “SUPPLIER” shall be bound to monitor the maintenance and repair work and furnish complete report to IBA authorities as per SLA on monthly basis or according to the requirement of the IBA authorities.
- 1.11 Maintenance contract shall be with parts (without consumable parts), services and labor.
- 1.12 Service of all the equipment shall be carried out. Service plan shall be discuss with IBA authorities before its execution. Plan provided by IBA authorities.
- 1.13 All faulty parts of are covered under this agreement replace with OEM/COMPATIBLE parts.
- 1.14 No dispute rises regarding the replacement of faulty parts from company except consumable (Accessories are compatible with 3 months warranty) items under this agreement.
- 1.15 The “SUPPLIER” must provide backup units if original equipment requires repair. If “THE SUPPLIER” fails to do so, a penalty @ 2% of total contract amount per day, until backup unit is delivered to IBA, or original unit is returned to IBA after performing required maintenance / replacement on the part or machine as a whole.
- 1.16 All equipment to be covered under this SLA shall be inspected by the “SUPPLIER”, before signing this agreement, to ensure that operating conditions of the equipment are duly fulfilled.

## **Article II**

### **SCOPE OF PROFESSIONAL SERVICES**

- 2.1 “THE SUPPLIER” will ‘Provide, Supply and Installation with Commissioning of UPS’ at IBA Main Campus at, University Enclave, University Road, Karachi.



- 2.2 “THE SUPPLIER” hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of UPS (supplied and installed against this agreement) in accordance with the description & specification.
- 2.3 “THE SUPPLIER” hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement “IBA” as & when required.
- 2.4 “THE SUPPLIER” hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 “THE SUPPLIER” accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty.
- 2.7 This Agreement shall be in effect from XXXX XX, 2025 to XXXX XX, 2028 and subject to the “SUPPLIER” inspection of the equipment to ensure that they are in working order.
- 2.8 The “SUPPLIER” will ensure the following:

(a) Preventive and corrective maintenance as recommended for the equipment listed of this Agreement.

(b) Service Level  
Service Offering Includes:

Maintenance	Preventive and corrective maintenance as per agreement
Maintenance	Vacuum cleaning of complete equipment.
Maintenance	Physical inspection of complete equipment
Performance	Performance Tests and adjustments/Lubrication of mechanical assemblies
Back-up units	Only with parts agreement as per list.

(c) Performance Goals  
 XX Hrs Response Time.  
 On-site support  
 Provide back-up unit if required.

(d) Performance Measures  
 (i) 90% equipment repaired on site.  
 (ii) Turnaround time for a repair Maximum 2 days or provide backup unit.  
 (iii) IBA can request other performance measures apart from the above which may be negotiated on a case-by-case basis.

(e) Maintenance Schedules:

(i) Preventive Maintenance one (1) times in three months.

- (f) Physical inspection of complete equipment.
- (g) Performance tests and adjustments.
- (h) Performance engineering modification and changes, if recommended by IBA.
- (i) Responsible for the smooth functioning of installed Hardware as per BOQ.
- (j) Equipment is fully operational and perform properly and meet Standard Bidding Document's Requirements.
- (k) The scope of the project is to provide warranties of all equipment and components requested in BOQ.
- (l) Responsible to respond to events on urgent basis as per SLA mention in this Standard Bidding Document.
- (m) Responsible to provide backup or replacement of any hardware with the same or higher specification. IBA will not accept any low specification hardware.
- (n) Provide Backup in case of delay in part replacement.
- (o) The "SUPPLIER" must maintain a backup / surplus inventory up to a minimum of 15% for each item quoted in the bid.
- (p) Maximum response time should be less than 04 (four) hours of the time the complaint is logged.
- (q) Any value-added service bundled with no impact on the BOQ, service level, shall be acceptable.
- (r) Warranty of consumable items must be minimum 3 months. (Battery, Adopter).
- (s) The "SUPPLIER" will sign a Service level agreement (SLA) with parts for a period of three years, extension of which shall be dependent on satisfactory performance for the previous year(s).
- (t) "THE SUPPLIER" must have team of technically qualified staff on payroll for providing repair & maintenance services.
- (u) "THE SUPPLIER" bound to all defective items shall be replaced with new and same brand.

### **Article III** **REMUNERATION**

- 3.1 The charge(s)/cost(s) offered by the Supplier/Service Provider is Rs. \_\_\_\_\_/- total (inclusive of all taxes) 'Provide, Supply and Installation with Commissioning of UPS', variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items with scope of work as per standard bidding documents are appended below;

**i) Bill of Quantity**

Items	Description	Requirement	Qty	UoM	Unit Price	Total Price
UPS	Brand	Huawei or equivalent	4	Each		
	Model	UPS2000-H-6KRTL-L (with SNMP Card) or equivalent				
	Capacity	6 kVA				
	Product Type	Rack-mounted				
	Input Voltage	L-N: 80–280 V AC (176–280 V AC at 100% load, 80–176 V AC at 40% to 100% load)				
	Operating Temperature	0-50°C, derated at above 40°C				
	Output Power Factor	1				
	Efficiency (Double Conversion Mode)	Up to 96%				
	Dimensions (WxDxH, mm)	430x514x43				
UPS Mount	Digital Energy, UPS2000, Tower Mountstand		32	Each		
DC Electric Cable	Battery Pack Cable for UPS2000-6KVA		4	Each		
Electric Cable	3Core X16sq mm Cable (in meters)		100	Meter		
Battery Rack	Battery Rack Local Including/Braker DC Cable		4	Each		
Dry Battery	Batteries 12Vx40Ah		64	Each		
Installation and Commissioning Charges			4	Job		
Total Amount of Supplies without Tax in PKR						
18% GST						
Total Amount of Services without Tax in PKR						
15% SST						
Grand Total Amount with All Taxes in PKR						

**ii) Scope of Work**

- The selected bidder shall be responsible for providing three years of comprehensive warranty, support, services and maintenance.
- The scope of this bid, and its subsequent order, is to provide Supply, installation, commissioning, and Support/warranties (three years) of equipment and components with transport and labour charges included in the BOQ.
- The selected bidder will be responsible to respond as specified below to calls, whether normal or urgent, for maintenance/support/replacement etc. of items that are part of this BoQ.
- 24x7 on-site support with 2 hrs initial response time.
- 24x7 on-site support with 4 hrs turnaround time.
- The selected bidder should be responsible for handling level 2 and 3 technical support issues.
- Bidder must provide backup in case of delay in warranty claim/support of the relevant model, as specified in BoQ.

- h) The onsite comprehensive replacement warranty period of three years is mandatory which includes replacement of the equipment included in BoQ (if necessary) without any additional cost.
- i) Bidder should provide training to at least two staff members of IBA for the proposed solution on principal aggradation centre.

### 3.2 Payment Terms;

100% after supply and successful deployment, installation with commissioning of UPS as per Scope of Work and Bill of Quantity and submission of commercial invoice, at IBA Main Campus, University Enclave, Karachi. (the same was already given in the Standard Bidding Document/Tender document as well).

### 3.3 Liquidated Damages;

- (a) In case of breach of SLA calculation will be done as per table below and IBA, Karachi reserves the right to impose a penalty not exceeding 10% of the total amount of the contract at the rates prescribed in (Service Level Agreement) on the invoiced amount to each violation of SLA.
- (b) If the work is not executed according to the satisfaction of IBA, IBA reserves the right to reject it altogether with serving 15 days prior notice.
- (c) In case of delay in service provisioning Liquidated Damages will be Calculated and imposed as per following table;

Level	Event	% of Invoiced amount per violation
L1	Severe	1%
L2	Critical	0.5%
L3	High	0.3%
L4	Moderate	0.1%

- 3.4 Performance Security 5% of total amount of Purchase Order will be provided by “THE SUPPLIER”.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / purchase / work order will be deposited in Government treasury by THE SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax (es)/Challan(s)/Levy (ies), if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

## **Article IV**

### **ANNUAL SUPPORT & MAINTENANCE TERMS**

- 4.1 The Agreement of ‘Provide, Supply and Installation with Commissioning of UPS’ shall include the following activities;
  - a. Three years maintenance support with parts, for all the equipment listed in BoQ.

- b. The Bidder will be required to undertake 'Provide, Supply and Installation with Commissioning of UPS' with support and maintenance and related components.
- c. Quarterly onsite preventive maintenance service to keep the equipment in good working condition. The onsite preventive maintenance will include the following:
  - (i) Preventive Maintenance of equipment
  - (ii) Break down call shall be attended immediately as per SLA.
  - (iii) Corrective maintenance of equipment whenever called upon by the IBA.
- d. The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
- e. Back-to-back support for items mentioned in the BOQ from principal.

#### **Article V**

#### **FUTURE DEVELOPMENTS AND UPGRADES**

- 5.1 "THE SUPPLIER" shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 5.2 Any additional requirements requested by IBA will be subject to mutually agreed additional charges based on the complexity of the requirements and/or changes.

#### **Article VI**

#### **DATA PROTECTION**

- 6.1 In addition to and notwithstanding any other right or obligation arising under this Agreement the "THE SUPPLIER" shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organizational security measures to ensure that any or all Data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuse, and that only the "THE SUPPLIER" personnel designated for the purpose of Services have access to the Data.
- 6.2 The "SUPPLIER" shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
  - (a) Comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, IBA's or IBAs of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data shall be treated as Confidential Information of IBA for the purpose of this Agreement; and
  - (b) Use the Data only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions of IBA from time to time in connection with use of such Data, and not retain the Data for any longer than is necessary for these purposes; and
  - (c) Not disclose the Data without the written authority of IBA (except for the purposes of fulfilling its obligations under this Agreement), and immediately notify such

member where it becomes aware that a disclosure of Data may be required by law; and not transfer Data which has been obtained by or made available to the SUPPLIER within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and

- (d) Observe the provisions of, and comply with any request made or direction given by IBA, Karachi in connection with, any Data Protection Laws; and
- (e) Take all reasonable steps to ensure the reliability of the personnel which will have access to any Data and ensure that any employee of the SUPPLIER (or of any of the SUPPLIER's sub-contractors) requiring access to any data gives a written undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the SUPPLIER (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and
- (f) Consider all suggestions by IBA's personnel to ensure that the level of protection provided for the Data is in accordance with this Agreement and to make the changes suggested (at the SUPPLIER's cost) unless the SUPPLIER can prove to IBA's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause.
- (g) Immediately notify IBA when it becomes aware of a breach of this Clause.
- (h) The "SUPPLIER" acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom the SUPPLIER is authorized to publish or disclose the fact or document) may be a criminal offence.

## **Article VII**

### **ADD-ON EQUIPMENT**

7.1 Any equipment or complete devices may be added to this Agreement at IBA's request at any time; however proportional charges for the specific equipment shall be added in the Agreement.

## **Article VIII**

### **THE SUPPLIER'S RESPONSIBILITIES**

8.1 The "SUPPLIER" will make all reasonable endeavours to provide the "Response Time" stated in the schedule and to perform the aforesaid Repair and Maintenance Services at IBA, Karachi. In case of unavoidable delays, all legitimate efforts will be made to reduce equipment down-time.

8.2 Parts will be replaced as per agreed terms of the contract.

8.3 Response time will be 4 hours via telephone, email or engineer visit.

8.4 Engineer's visit time will be 09:00 AM to 04:00 PM during business hours.

8.5 Equipment pickup time will be 09:00 AM to 04:00 PM.

#### **Article IX**

#### **THE SUPPLIER'S OUT OF SCOPE RESPONSIBILITIES**

9.1 Burnt / damaged parts replacement.

9.2 In terms of damage, the SUPPLIER's Engineer will inform IBA Staff at his premises and in terms of burnt report will share IBA within 02 working days.

9.3 Burnt and damaged parts would be replaced after IBA's approval and charged separately.

#### **Article X**

#### **SERVICES / OBLIGATIONS OF THE SUPPLIER**

10.1 The following section provides a detailed list of the Standard Services that are to be delivered to the Client under the terms of this Agreement.

10.2 It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, Service Provider shall be responsible for parts replacement and installation, of all or any parts (under warranty) of the Equipment which are or become defective, malfunction, or breaks down. The equipment will not be covered if there is any burning or physical damage which voids the manufacturer warranty.

10.3 Under this agreement hardware under manufacturer warranty will be covered as mentioned in this agreement. Application software/ signature and OS update/upgrade or data backup as mentioned in BoQ is also covered.

10.4 Under this agreement any hardware becomes faulty, will be replaced by "SUPPLIER" provided backup to operational the environment within next business day whereas replacement of the faulty part will be provided in later phase accordingly.

10.5 If "SUPPLIER" is required to replace any equipment which is not repairable or damaged or not covered under warranty, then "SUPPLIER" will submit an estimated cost for approval from Client. Client will be required to provide an approval or purchase order within 15 days.

10.6 The "SUPPLIER" will be providing a centralized 24/7 Service Desk facility to log calls for servicing with a dedicated resource for Client Calls. Kindly refer to the attached Call Logging procedure document which provides detailed description of how to log a call and its working.

#### **Article XI**

#### **Operations & Maintenance (O&M) Support**

11.1 The following shall be provided to IBA, Karachi.

Number of Months	Service description
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1080 months	<p><b><u>365 x 24 x 7</u></b></p> <p>“THE SUPPLIER” will provide O&amp;M support to IBA, Karachi with its shared pool of resources On-Call basis.</p> <p>“THE SUPPLIER” will provide the mobile phone numbers of the concerned technical persons and escalation.</p> <p>“THE SUPPLIER” concerned technical personnel will reach the site / remote login / VPN /Telnet for trouble shooting the problem registered through support call logging procedure.</p> <p>During the O&amp;M, “SUPPLIER” concerned personnel/ Help Desk Support System will update the logged call by IBA staff. In case the concerned engineer cannot resolve the reported incident, the support system will automatically engage the next level of support.</p> <p><b>Support Levels Description:</b></p> <p><b>Level 1:</b> “THE SUPPLIER” engineer will provide telephonic support for minor issues and general queries of IBA, Karachi.</p> <p><b>Level 2:</b> “THE SUPPLIER” engineer will try to resolve the problem remotely and if required will visit the site for onsite intervention. If the problem is not resolved at this level, then it would be escalated to Level 3.</p> <p><b>Level 3:</b> “THE SUPPLIER” engineer will engage Subject Matter Expert (SME) at Level 3 to remotely rectify the problem. SME will remote login / VPN /Telnet the equipment for trouble shooting the problem. If required, Service Provider Technologies engineer will open TAC case and engage support till the rectification of the problem.</p> <p>Business critical issues will be analyzed by the concerned technical personnel and will be communicated to IBA, Karachi through the Help Desk / Service Provider personnel.</p>
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**Article XII**  
**Call Logging System**

12.1 To lodge a complaint CUSTOMER can contact THE SUPPLIER’s Support desk by phone or by email, once complaint is logged.

Email: \_\_\_\_\_

Call at: \_\_\_\_\_ Ext. \_\_\_\_\_

**Non-Working Hours / Holidays:**

Name: \_\_\_\_\_

Number: +92 \_\_\_\_\_

Email: \_\_\_\_\_

12.2 Reporting Service Call While reporting a service call a user/manager must provide following information to SUPPLIER’s helpdesk in order to log a service call:

- (a) Username, Contact Numbers.
- (b) Model and serial number of machines / devices.
- (c) Brief description of the problem and symptoms.
- (d) Ask for Call Log “Ticket Number”.



- i. Based on its expertise and knowledge The “SUPPLIER” has categorized all problems in 3 levels of problems i.e. Severity Level 1, Severity Level2 and Severity Level3 (level 3 being the least severe). Each Severity Level corresponds to a specific response time by specific predefined resource / team. This response time varies as per Escalation Level of that problem at that given time.
- ii. Incase IBA informs the “SUPPLIER” of any problem regarding the network via helpline or by informing related contact person (mobile number provided in escalation matrix) it is registered on the “SUPPLIER” ticketing tool. This tool then keeps track of the problem and escalates it as per predefined structure till it gets resolved. The tool also keeps a record of historical tickets.
- iii. The “SUPPLIER” support structure defines problem escalation process based on global best practices as presented in the Problem Escalation Matrix (refer to ‘Problem Escalation’ section). As per the severity level, each problem is escalated to the next level in case support team at previous level failed to resolve the problem within predefined timelines.

#### **Hours of Coverage**

The “SUPPLIER” will provide maintenance and support for 24 x 7 x 365 Basis.

#### **Response Time**

Response time to incidents reported would be as follows:

<b>Severity Level</b>	<b>Response Time</b>
Severity Level 1 (S1)	XXXX
Severity Level 2 (S2)	XXXX
Severity Level 3 (S3)	XXXX

#### **Severity Levels**

The “SUPPLIER” and concerned IBA personnel will determine and assign the severity of reported issue / case in accordance with the following definitions:

##### **SEVERITY LEVEL 1 (S1)**

A Problem that criticality impacts IBA’s ability to do business. A significant number of users of the system and/or network are currently unable to perform their tasks as necessary. The system down or severely degraded. A system or major application is totally down. Examples: Network out of service, hardware or software breaks down etc.

### **SEVERITY LEVEL 2 (S2)**

A Problem that impacts IBA's ability to do business, the severity of which is significant and may be repetitive in nature. A function of the system, network or product is impacted which impedes the IBA from meeting daily production deliverables. Examples: a peripheral (tape drive), Server Hard disk is down but business can be conducted etc.

### **SEVERITY LEVEL 3 (S3)**

A minor problem is one that negligibly impacts IBA's ability to do business. These calls also include questions and/or general consultation. Examples: Queries etc.

## **Article XIII** **ARBITRATION**

13.1 In case of any dispute, difference, or question which may at any time arise between the parties hereto or any person under them, arising out of or in respect of this Letter of Intent or the subject matter hereof, the same shall be referred to and finally resolved by arbitration under the Arbitration Act, 1940, as amended from time to time. The arbitration shall be administered in accordance with the rules and procedures of the Alternative Dispute Resolution International Center (ADRIC) at the Institute of Business Administration (IBA), Karachi.

13.2 The arbitration shall be conducted by a sole independent arbitrator mutually agreed upon by the parties. If the parties fail to agree on an arbitrator within fifteen (15) days of a written request by either party, the arbitrator shall be appointed in accordance with the rules of the ADRIC. The seat and venue of arbitration shall be Karachi, Pakistan, and the proceedings shall be conducted in the English language. The substantive and procedural laws of Pakistan shall apply. Subject to the foregoing, the parties agree that the courts at Karachi shall have exclusive jurisdiction.

## **Article XIV** **FORCE MAJURE**

14.1 The "SUPPLIER" shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of "SUPPLIER" and which could not have been foreseen, prevented or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

## **Article XV** **RENEWAL**

15.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of three years if the IBA, Karachi and the "SUPPLIER" agree so.

## **Article XVI**

## **TERMINATION**

- 16.1 “IBA” may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15 days’ notice.

## **Article XVII**

### **INDEMNITY**

- 17.1 “THE SUPPLIER” in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by “THE SUPPLIER”, as a result of any defect in the title of IBA or any fault, neglect or omission by the “THE SUPPLIER” which disturbs or damage the reputation, quality or the standard of services provided by “IBA” and any person claiming through the IBA.

## **Article VIII**

### **NOTICE**

- 18.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

## **Article XIX**

### **INTEGRITY PACT**

- 19.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 19.2 Without limiting the generality of the forgoing the “SUPPLIER”, represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 19.3 The “SUPPLIER”, accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- 19.4 Notwithstanding any right and remedies exercised by the IBA in this regard, “SUPPLIER”, agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the “SUPPLIER”, as

aforesaid for the purpose of obtaining or inducing procurement /work/ service or other obligation or benefit in whatsoever from the IBA.

**Article XX**  
**MISCELLANEOUS**

- 20.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 20.2 The validity of the contract will be effective from the date of issue of Letter of Acceptance or Purchase/Work Order.
- 20.3 All terms and conditions of tender vide # IT/07/25-26 will be the integral part of this agreement and can't be revoked.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

\_\_\_\_\_  
IBA, Karachi

Name: \_\_\_\_\_

CNIC # \_\_\_\_\_

Address:

Registrar,

Institute of Business Administration

Main Campus, University Road, Karachi

\_\_\_\_\_  
M/s.

Name: \_\_\_\_\_

CNIC # \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WITNESS:**

**1.**

\_\_\_\_\_  
IBA, Karachi

Name: \_\_\_\_\_

CNIC # \_\_\_\_\_

Address:

Associate Registrar,

Institute of Business Administration,

Main Campus, University Road, Karachi

**2.**

\_\_\_\_\_  
M/s. \_\_\_\_\_

Name: \_\_\_\_\_

CNIC # \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Focal Person IBA

\_\_\_\_\_