

Tender Fee: Rs. 2,000/-
(Non-Refundable)

TENDER FORM

Tender # IT/13/21-22 Provide & Supply of UPS

Date of Issue : **January 03, 2022**
Last Date of Submission : **January 21, 2022 (3:00 PM)**
Date of Opening of Tender : **January 21, 2022 (3:30 PM)**

Company Name: _____

NTN: _____, **SRB Registration Number:** _____

GST Registration Number: _____

Pay Order / Demand Draft # _____, **Dated:** _____

Amount of Rs. _____, **Drawn on Bank:** _____

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.

Tender Title (Ref. No.)	Procedure	Bid Security
Provide & Supply of UPS IT/13/21-22	Singe Stage One Envelope	2%
Tender Fee & Dates		
Fee: Rs. 2,000/- Issuance start date: January 03, 2022 at 9 AM Issuance end date & time: January 21, 2022 at 3 PM Submission date & time: January 03, 2022 to January 21, 2022 from 9 AM to 3 PM Opening date & time: January 21, 2022 at 3:30 PM		

Tender Document may be collected after submission of paid fee challan from the Office of **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi** on any working day (Monday to Friday). Alternatively, the tender document can be downloaded from the website. The Tender fee challan is to be generated from the IBA website <https://www.iba.edu.pk/tenders> which may be deposited in any branch of Meezan Bank Ltd. Sealed bids should be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus University Enclave Karachi and will be opened on the same date & venue in the presence of the bidders' representatives who may wish to attend. In case of a holiday, the tender shall be opened/received on the next working day at the same place and time. Bid Security in form of Pay Order or Demand Draft has to be submitted in favour of "IBA Karachi" along with the Tender.

Kindly mention "Tender Number" at the top left corner of the envelope.

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

REGISTRAR

IBA, Main Campus, University Enclave, Karachi 75270
111-422-422 Fax (92-21) 99261508
Contact Person Sr. Executive Procurement on 38104700 ext: 2152
Email tenders@iba.edu.pk Website <https://www.iba.edu.pk/tenders>

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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 & SSPRA websites and leading newspapers on January 03, 2022 to "Provide & Supply 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 over time.

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

Please contact Executive Purchase-ICT 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 every page. Moreover, attach the required supporting documentation 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 mandatory to fill 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 the item/column name or number etc that referred to 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 January 03, 2022, to January 21, 2022, during working 9:00 AM to 3:00 PM.

d) **Tender Number**

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

e) **Communication**

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

Contact Person (IBA): Executive Procurement ICT
Institute of Business Administration,
Main Campus, University Enclave, Karachi
Tel #: 021 38104700; Ext 2155
Email: tenders@iba.edu.pk

Stamp & Signature

f) Submission of Documents and Address

Separate envelopes clearly labelled for 'Original Document', 'Copy' and 'Bid Security' must be submitted on or before the last date to submit the tender documents. Tender Documents can be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 3:00 PM on January 21, 2022. **Tender Documents received by fax or email will not be accepted.**

g) Date of Opening of Tender

The bid will be opened on January 21, 2022, at 3:30 PM in presence of representative bidders who may care to attend.

h) Rights

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

i) Mode of Deliveries

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

Stamp & Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of procurement:** Provide & Supply of UPS.
- (c) **Procuring Agency's address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 2% of total amount/cost will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days):** Ninety Days.
- (f) **Deadline for Submission of Bids along with time:** The last date of submit the Tender Document in sealed envelope in January 21, 2022, by 3:00 PM in the Office of the Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi. The Tender will be opened on same day at 3:30 PM in the presence of representatives who may care to attend.
- (g) **Venue, Time, and Date of Bid Opening:** Tender will be opened on January 21, 2022, on 3:30 PM at IBA Main Campus, University Enclave, Karachi.
- (h) **Time for Completion from written order of commence:** 60 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:** _____
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.

c) Validity of the Tender

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 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.

Stamp & Signature

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.

i) Compliance to Specifications

The manufacturer/firms/companies/distributors/suppliers shall provide information as per requirements given in BoQ. However, manufacturer/firms/companies/distributors/suppliers can submit multiple solutions. Manufacturer/firms/companies/distributors/ suppliers may not propose/supply any kind of refurbished hardware equipment/ 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 Purchase Department.

l) Stamp Duty

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

m) Delivery Time

The supplies should be delivered the required items at IBA within 60 days after receiving of Purchase Order.

n) Location of Deliveries

Supply will be delivered at IBA Testing Centers in Islamabad, Lahore and Sukkur.

Stamp & Signature

5. Integrity Pact

- (a) Its intention is 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 instruments, 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 of UPS at our testing centres in Islamabad, Lahore and Sukkur each with onsite comprehensive warranty for one year, as per below given BoQ.

7. **Bidder Qualification Criteria**

Sr. No.	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1	Minimum 3 years of similar experience.	
2	Last 3 years' turn over with minimum 05 million (per year) as bank statement or financial statement.	
3	Sales tax registration certificate with last month return copy both FBR and / or SRB and NTN certificates at the time of submission of bid.	
4	Authorized Partnership/Distribution/OEM Certificate	
5	The principal must have a Local presence in Pakistan	

Stamp & Signature

8. Bill of Quantity

Provide & Supply of UPS

Description	Specification	Quoted Model	Quoted Brand	Qty	Rate	Amount
Capacity	10 KVA			3		
Input	Single Phase					
	Voltage: 110-300 VAC					
	Power Factor: ≥ 0.99 Frequency: 46-54Hz or 56-64 Hz					
Output	Voltage: 208/220/230/240 Vac Power Factor: 1 Frequency: 50/60 Hz $\pm 1\%$ Current Crest Ratio: 3:01					
Battery	Battery Voltage: 240Vdc Charging Current -A: 4A Max Battery Backup: 15 minutes or Higher					
Protection	Full Protection of Under/Over Voltage					
Protection Phase	Spike/Surge Suppression Overload, Short Circuit Configurable for 240 1 Phase nominal output voltage					
Communication & Management	Interface Port: DB-9-RS-232, RJ-45 10/100 Base Multi-Function LCD Status and Control Console Auditable and Visible Alarms Emergency Power Off (EPO) SNMP Card for Monitoring					
Efficiency	AC Mode: 94% Battery Mode: 93%					
Warranty	1 Years Comprehensive Onsite Warranty in Islamabad, Lahore, and Sukkur each.					
Brand	Vertiv / APC / Equivalent					
				Total		
					Tax (If Applicable)	
					Grand Total	

Total Amount Rupees (in words) _____

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

9. General Conditions of Contract

THIS AGREEMENT is executed at KARACHI, on this day _____, 2022.

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 _____, holding CNIC No. _____ on the SECOND PART.

WHEREAS "IBA" intends to obtain Supply of UPS vide tender # IT/13/21-22 for the Supply of UPS (IBA requirement) discussions in respect of the same before the determination of the scope of work will be held with "IBA" as "Supply of UPS" and "THE SUPPLIER" have offered to render all kind of Supply of UPS (including but not limited to the "Supply of UPS" of the proposed work up to the satisfaction & 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 offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "Supply of UPS" discussions in respect of the same with "IBA" before the determination of Supply of UPS to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Supply of UPS. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

Article I:

DUTIES & SCOPE OF SUPPLY & SERVICES AND AGREEMENT

- 1.1 "THE SUPPLIER" agrees to provide & Supply of UPS to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "THE SUPPLIER" will coordinate their work with Manager IT, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Supply of UPS.
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.4 All logistic charges will be borne by "THE SUPPLIER".
- 1.5 Delivery time must be within 60 days from the date of the Purchase Order.

Article II

PAYMENT

- 2.1 Payment will be made on or before 30 days after delivery with installation and submission of invoice.

Article III
WARRANTY

- 3.1 Comprehensive onsite 3 years warranty.

Article IV
REMUNERATION

- 4.1 The cost offered by the SUPPLIER is Rs. _____ (inclusive of all taxes) Supply of UPS vide tender # IT/13/21-22 variation may occur. The cost is inclusive of labor /transportation /supplies / taxes / levies / custom duties etc. Details of items are appended below:

Description	Specification	Qty
Provide & Supply of UPS		
Capacity	10 KVA	3
Input	Single Phase	
	Voltage: 110-300 VAC	
	Power Factor: ≥ 0.99	
	Frequency: 46-54Hz or 56-64 Hz	
Output	Voltage: 208/220/230/240 Vac Power Factor: 1 Frequency: 50/60 Hz $\pm 1\%$ Current Crest Ratio: 3:01	
Battery	Battery Voltage: 240Vdc Charging Current -A: 4A Max Battery Backup: 15 minutes or Higher	
Protection	Full Protection of Under/Over Voltage	
Protection Phase	Spike/Surge Suppression Overload, Short Circuit Configurable for 240 1 Phase nominal output voltage	
Communication & Management	Interface Port: DB-9-RS-232, RJ-45 10/100 Base Multi-Function LCD Status and Control Console Auditable and Visible Alarms Emergency Power Off (EPO) SNMP Card for Monitoring	
Efficiency	AC Mode: 94% Battery Mode: 93%	
Warranty	1 Years Comprehensive Onsite Warranty in Islamabad, Lahore, and Sukkur each.	
Brand	Vertiv / APC / Equivalent	

- 4.2 Liquidity damages a the rate of 2% per month, of the total agreed on payment as per Work Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Supply of UPS to IBA.
- 4.3 Performance Security 5% of the total amount of Work Order will be provided by "THE SUPPLIER".
- 4.4 Stamp Duty @ 0.35% of the cost of Purchase Order will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc, if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

Article V
ARBITRATION

- 5.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article VI
TERMINATION

- 6.1 "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 VII
INDEMNITY

- 7.1 "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

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

Article IX:
SEVERABILITY

- 9.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

Article X
INTEGRITY PACT

- 10.1 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).
- 10.2 Without limiting the generality of the forgoing the M/s. _____, 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.
- 10.3 M/s. _____ 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 instruments, be stand void at the discretion of the IBA.

10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. _____ 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 M/s. _____, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

**Article XI
MISCELLANEOUS**

11.1 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.

11.2 The validity of the contract will be effective from the date of issue of the Purchase Order.

11.3 All terms and conditions of tender vide # IT/13/21-22 will be an integral part of this agreement.

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:
Institute of Business Administration
Main Campus, University Road, Karachi

M/s. _____
Name: _____
CNIC # _____
Address:

WITNESS:

1. _____

IBA, Karachi
Name: _____
CNIC # _____
Address:
Institute of Business Administration
Main Campus, University Road, Karachi

2. _____

M/s. _____
Name: _____
CNIC # _____
Address: