

*Tender Fee: Rs. 1000/-.  
(Non-Refundable)*

# **TENDER FORM**

## **Tender # IT/03/18-19**

### **S L A of UPS**

**Date of Issue : August 17, 2018**

**Last Date of Submission : September 06, (03:00 PM)**

**Date of Opening of Tender : September 06, (03:30 PM)**

**Pay Order / Demand Draft # ....., Drawn on Bank.....**

**Amount of Rs..... Dated.....**

# CONTENTS

1. Introduction	Page 3
2. Instructions	Page 4
3. Bidding Data	Page 7
4. Terms & Conditions	Page 8
5. Integrity Pact	Page 10
6. Technical Specifications & BOQ	Page 12
7. Annual Support & Maintenance Terms	Page 13
8. Mandatory Requirements of the Bidder	Page 14

## **1. Introduction**

Dear Tenderer:

Thank you the interest you have shown in response to the IBA's advertisement which has floated in leading newspapers and IBA & SSPRA websites on August 17, 2018 to "Service Level Agreement 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 meet our prime & basic specifications through this transaction.

Please contact Purchase Executive on 38104700 ext: 2112 for any information and query

Thank you.

-sd-

**Registrar**

## 2. Instructions

### (a) Sign & Stamp

The Institute of Business Administration, Karachi (IBA) expects that aspirant manufacturers / firms / service provider / companies / distributors / dealers should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each and every page. Moreover, attach 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 Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi from August 17, 2018 to September 06, 2018 during working 9:00 AM to 3:00 PM.

### (d) Submission of Tender

The last date of submit the Tender Document in sealed envelope in September 06, 2018 by 3:00 PM in the Office of the Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi. The Tender will be opened on same day at 3:30 PM in the presence of representatives who may care to attend.

### (e) Bid Security

Bid Security of 2% of total charges will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of **Institute of Business Administration**. Bid Security should be enclosed in a separate envelope, labelled as 'Bid Security, and which should be sealed. Proof of Sales Tax registration and NTN numbers should also be provided. (Please provide photocopies of relevant documents).

### (f) 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 Work / Contract.

---

Stamp & Signature

**(g) 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.

**(h) Communication**

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

Contact Person (IBA): Executive ICT Procurement (Syed Ali Ahmed Naqvi)  
Institute of Business Administration,  
City Campus, University Road,  
Karachi  
Tel # : 111-422-422 Ext 2112  
Email : [anaqvi@iba.edu.pk](mailto:anaqvi@iba.edu.pk)

**(i) 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 the office of Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi by the last date indicated for submission. **Tender Document received by fax or email will not be accepted.**

**(j) Submission of Tender**

The complete tender document should be submitted by 3:00 PM on September 06, 2018 at the office of Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi

**(k) Date of Opening of Tender**

Bid will be opened on September 06, 2018 at 3:30 pm at Office of the Sr. Manager Procurement & Stores IBA Main Campus in presence of representative bidders who may care to attend.

**(l) Rights**

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

**(p) Mode of Execution of Services**

Services will be performed at IBA Main Campus and city campus and its premises.

---

Stamp & Signature

**(q) Clarification / Proof**

Please submit copies of certificates of registration with Sales Tax, SBR and Income Tax departments.

**(r) Selection Procedure**

- (i) For qualifying in Technical responsiveness, bidders shall fulfill all the requirements As laid out in Part “Mandatory Requirements”.  
If any of the mandatory requirements is not met by the bidder, the bid will Be cancelled straightaway and no further consideration will be given.
- (ii) As a part of evaluation, Technical Evaluation committee may visit bidder’s reference Sites or inquire the further clarification / information to validate the Bidders Information.
- (iii) During the examination, evaluation and comparison of the bids, the IBA at its sole discretion may ask the bidder for clarifications of its bid.
- (iv) The bids will be evaluated on the basis of lowest items rate keeping in view our required configuration and also fulfil mandatory criteria only.

## **i. Bidding Data**

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi
- (b) **Brief Description of procurement:** SLA for UPS.
- (c) **Procuring Agency's address:-**Main Campus, University Road, 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 September 06, 2018 by 3:00 PM in the Office of the Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, 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 September 06, 2018 on 3:30 PM at IBA Main Campus, University Road, Karachi.
- (h) **Time for Completion from written order of commence:-** 90 days or advice/prescribe to Sr. Manager Procurement & Stores
- (i) **Liquidity damages:**
- (i) In case of breach of SLA calculation will be done as per table below and IBA 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.
  - (ii) 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.
  - (iii) 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%                               |
- (j) **Deposit Receipt No: Date: Amount:(in words and figures) Pay Order / Demand Draft**

# .....Amount: Rs.....Drawn on Bank..... Dated.....

Stamp & Signature

## **j. 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) 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/ service provider s 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, Services Tax and other Taxes**

Manufacturer/firms/companies/distributors is hereby informed that the IBA shall deduct tax at the rate prescribed under the taxation laws of Pakistan, from all payments for services rendered by any Manufacturer / firms / companies / distributors. The Manufacturer /firms /companies /distributors/ service provider will be responsible for all taxes on transactions and / or income, which may be levied by the government. If Manufacturer/firms/companies/distributors/service provider is exempted from any specific taxes, then it is requested to provide the relevant documents with the SRO.

### **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 / service provider 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 or any proposal and to annul the bidding process without assigning any reason whatsoever. IBA Karachi may ask to provide demo unit which service provider 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 / Service provider 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.

**i) Compliance to Specifications**

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

**j) Services**

Services are subject to final inspection from Competent Authority Technical Team at the time of Service performed.

**k) Cancellation**

IBA reserves the right to cancel any or all of the above items if service(s) is not in accordance with its specifications or if it is delayed.

**l) GST**

GST will be paid on applicable items only.

**m) Increase in Price**

No increase in the value of above mentioned service(s) 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.

**n) 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.

**o) Quantity**

Competent Authority reserves the right to change / alter / remove any item or article or reduce / enhance quantity without assigning any reason thereof.

**p) Invoice**

Invoice / bill should be submitted to Purchase and Stores Dept.

**q) Stamp Duty**

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

---

Stamp & Signature

## 5. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc. payable by the service provider:

M/s. \_\_\_\_\_, the manufacturer / service provider / distributor/ service provider 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 manufacturer/ service provider /distributor/ service provider 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 manufacturer/ service provider /distributor/service provider 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, manufacturer/ service provider /distributor 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/ service provider /agency/service provider 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. Technical Specifications & BOO:

S.#	Equipment Description	QTY	Serial Number	Service Package (Warranty)	No of Service PM Per Year	Amount (Rs.) per year
1.	Liebert Uninterruptible Power Supply (UPS) model: NXA 200 KVA	1	21012006032103020001	Comprehensive with parts	4	
2.	Liebert Uninterruptible Power Supply (UPS) model: NXA 120 KVA	1	21012006012104030001	Comprehensive with parts	4	
		1	21012006012104010002	Comprehensive with parts	4	
3.	Liebert Uninterruptible Power Supply (UPS) model: NXA 100 KVA	1	21012006082103020001	Comprehensive with parts	4	
		1	21012006082104020001	Comprehensive with parts	4	
		1	21012006082104020002	Comprehensive with parts	4	
4.	Liebert Uninterruptible Power Supply (UPS) model: NXA 60 KVA	1	21012006062103030002	Comprehensive with parts	4	
		1	21012006062103030005	Comprehensive with parts	4	
5.	Liebert Uninterruptible Power Supply (UPS) model: NXA 40 KVA	1	21012006052104010005	Comprehensive with parts	4	
		1	21012006052104030001	Comprehensive with parts	4	
		1	21012006052104010006	Comprehensive with parts	4	
6.	Liebert Uninterruptible Power Supply (UPS) model: NXA 30 KVA	1	21012006042103050002	Comprehensive with parts	4	
		1	21012006042104050004	Comprehensive with parts	4	
		1	2101206042104050001	Comprehensive with parts	4	
		1	21012005762131020001	Comprehensive with parts	4	
		1	21012005392118020005	Comprehensive with parts	4	
		1	2101200539211C030004	Comprehensive with parts	4	
		1	21012006012104030001	Comprehensive with parts	4	
		1	210200576214204000C	Comprehensive with parts	4	
7.	Liebert Uninterruptible Power Supply (UPS) model: NXR 60 KVA	1	21012005382131020003	Comprehensive with parts	4	
8.	Liebert Uninterruptible Power Supply (UPS) model:	1	2102005672131010002	Comprehensive with parts	4	

	NXR 40 KVA	1	21012005672131 010001	Comprehensive with parts	4	
9.	Liebert Uninterruptible Power Supply (UPS) model: NXR 30 KVA	1	21012005762131 020001	Comprehensive with parts	4	
		1	21012005762131 010001	Comprehensive with parts	4	
10.	Liebert ITA16KVA	1	21020075811C02 0012	Comprehensive with parts	4	
		1	21012007582143 010010	Comprehensive with parts	4	
11.	Liebert ITA 20KVA	1	21012007822143 010001	Comprehensive with parts	4	
12.	Liebert ITA 10KVA	1	21012006792180 10002	Comprehensive with parts	4	
					Total	
					SST	
					Total Amount	

Grand Total Amount (Rs.). \_\_\_\_\_

\_\_\_\_\_

**Note:**

Quarterly Payment will be made at the end of each quarter.

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

## 7. Annual Support & Maintenance terms

The Annual Support and Maintenance of the UPSs shall include the following activities

- a. One (1) year maintenance support with parts, for all the UPSs listed above.
- b. The Bidder will be required to undertake Support and Maintenance for the UPSs and related components as follows:
- c. Quarterly onsite preventive maintenance service to keep the UPSs in good working condition. The onsite preventive maintenance will include the following:
  - I. Preventive Maintenance of UPS
  - II. Checking fitment of internal and external hardware and heating of the system
  - III. Cleaning of Power distribution boards and operating power parameters.
  - IV. Break down call shall be attended immediately as per SLA.
  - V. Checking of input /output voltage of batteries
  - VI. Corrective maintenance of UPSs and their components whenever called upon by the IBA.
  - VII. Replacement of faulty batteries. Batteries will be provided 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.

### SLA Time Matrix:

The BIDDER shall provide the required services as per SLA matrix given below: -

<i>Equipment</i>	SLA Matrix for Prime Hours		SLA Matrix for Non-Prime Hours	
	Max. Response Time	Max. Rectification Time	Max. Response Time	Max. Rectification Time
UPS and related accessories.	30 Minutes	2 Hours	1 Hour	3 Hours

The time mentioned in above table shall not be counted as 'Down Time'. In case the BIDDER is permitted for providing Stand-By equipment / part in replacement of faulty equipment / part till the faulty equipment / part is repaired / replaced in order to complete removal of the fault, the purchaser may relax the period for which standby equipment / part is placed from counting the downtime for the said item subject to a maximum period of 5 days.

In case of three repetitive faults in any equipment due to same reason in a quarter, the time as mentioned in the above table shall be added to the downtime while calculating the overall down time for that quarter and BIDDER shall replace the defective component / part with new one within three days.

Comprehensive Support Level agreement of UPS (details mentioned in Annexure 'A') with part is required.

Initial contract is for one year, which can be extended to second and third year based on the bidder performance.

Bidder has to quote support price for second and third year.

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

## 8. Mandatory Requirements of the Bidder

S. #	Attributes (Attached all Supporting Documents)	Reference Page#
1.	Firms with Income Tax Certificate / GST Certificate registered.	
2.	Affidavit (that the firm has not been blacklisted by private, Govt., Semi Govt. and Autonomous Body)	
3.	At least Tier one partner and must have at least 05 years' business relation with the manufacturer in Same services. Documentary Proof required.	
4.	The bidder should be in UPS Business, at least for a period of last five years in Pakistan in relevant business. Documentary Proof required.	
5.	Bid must be accompanied by Manufacturer's authorization letter from principal (Emerson / Vertiv) to provide support and maintenance for IBA. Any bidder that fails to attach this proof will be considered as NON RESPONSIVE	
6.	Completely filled BOQ should to be submitted	
7.	Service Operation Plan (Time Lines, Resources, dedicated Staff, Shared Staff, etc.) (Should to be submitted as part of technical Bid)	
8.	Minimum 10 million annual Financial Turnover for last two years in similar projects	
9.	The bidder should have technically Qualified engineers who have expertise and certification to support the installations of UPS Systems. (Documentary proof and references required) installations of UPS Systems. (Documentary proof and references required)	
10.	Firm has Similar Projects In hand in Pakistan (Emerson UPS SLA) Documentary proof and references required.	
11.	Local Presences. Must have coverage across the country with minimum presence in Karachi.	

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