

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 500KVA
STAND BY DIESEL GENERATING SET AT IBA BOYS HOSTEL MAIN
CAMPUS KARACHI**



BIDDING DOCUMENTS

PLANNING & DEVELOPMENT DEPARTMENT INSTITUTE OF BUSINESS ADMINISTRATION (IBA) KARACHI
AUDITORIUM BUILDING IBA MAIN CAMPUS UNIVERSITY ROAD KARACHI 92-21-381038007 EXT. 2517
www.iba.edu.pk e-mail : info@iba.edu.pk

DISCLAIMER

1. This request for bid documents has been prepared by the INSTITUTE OF BUSINESS ADMINISTRATION (IBA) KARACHI .This request constitutes no commitment on the part of the IBA to enter into any arrangements with any (Original Equipment Manufacturer) or with any other person /bidder in respect of this proposed procurement or otherwise. This IBA reserves the right to withdraw from or cancel this procurement bidding process or any part thereof, or to vary any of its term at any time, without incurring any financial obligation in connection therewith. The information contained in these bid documents or as may be subsequently provided to bidders (whether verbally or in documentary or any other form) by or on behalf of the IBA, on the terms and conditions set out in these bid documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement.
2. These bid documents do not constitute an agreement; its sole purpose is to provide interested bidders with information that may be useful to them in preparing their bids pursuant to these bid documents.. These bid documents may not be appropriate for all persons and it's not possible for IBA to consider the objectives and particular needs of each party which reads or uses these bid documents. The assumption , assessment , statements and information contained in theses bid documents may not be complete , accurate and adequate or correct for the purposes of any or all bidders. Each bidder should , therefore , conduct its own investigation and analysis, check the accuracy , adequacy , correctness, reliability and completeness of the assumption, assessments, statements and information contained in these bid documents and seek independent professional advice on any or all aspects of these bid documents, as deemed appropriate.
3. All information submitted in response to this bid documents becomes the property of the Procuring agency IBA, which does not accept any responsibility for maintaining the confidentiality of the material including any trade secrets or proprietary data submitted.
4. The IBA shall not be responsible for non-receipt of any correspondence sent by the post / courier / email / fax. No decision should be based solely on the basis of the information provided for any statements, opinions or information provided in these bid documents.
5. While submitting a proposal in response to these bid documents, each bidder certifies that it understands, accepts and agrees to the disclaimers set forth above. Nothing contained in any provision of these bid documents or any statements made orally or in writing by the person or party shall have the effect of negating or suspending any of the disclaimers set forth herein.

Notice Invitation Tender (NIT)

Tender Notice

The Institute of Business Administration, Karachi (IBA) invites sealed bids from active taxpayers of civil work contractors registered with relevant tax authorities (whichever is applicable) for the following tender.

Tender Title (Ref. No.)	Procedure	Bid Security
Supply, Installation, Testing & Commissioning of 500KVA Stand by Diesel Generating Set (Project/02/21-22)	Singe Stage One Envelope	2%
Tender Fee & Dates		
Fee: Rs.2,000/- Issuance start date: October 07, 2021 at 9am Issuance end date & time: October 27, 2021 at 3pm Submission date & time: October 07, 2021 to October 27, 2021 from 9am to 3pm Opening date & time: October 27, 2021 at 3:30pm		

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 same date & venue in the presence of the bidders representatives who may wish to attend. In case of holiday the tender shall be opened / received on the next working day at same place and time. Bid Security in form of Pay Order or Demand Draft, in favor of "IBA Karachi" along with the Tender Documents have to be submitted.

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

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

REGISTRAR

IBA, Main Campus, Univeristy Enclave, Karachi 75270

111-422-422 Fax (92-21) 99261508

Contact Person Sr. Manager Contracts (Project) on 38104700 ext: 2517

Email nmalik@iba.edu.pk Website <https://www.iba.edu.pk/tenders/>

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Part- I (Section I)

INSTRUCTIONS TO BIDDERS

A. Introduction

- 1. Source of Funds**

1.1 IBA Karachi has received budget under ADP program of Sindh Government and has enough budget and intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids is issued.
- 2. Eligible Bidders**

2.1 This Invitation for Bids is open to all suppliers, except as provided hereinafter.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Institute of Business Administration IBA Karachi to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.

2.4 Bidders shall not be under a declaration of blacklisting by any Government department or Sindh Procurement Regulatory Authority (or any PPRA) or involved in any corrupt practice or facing such case anywhere.

2.5 Bids from Local Couplers and local representative of couplers, who do not have generator engine manufacturing expertise, will not be acceptable. Bids from Authorized local representatives of the Engine Manufacturers that manufacture, couple, test and dispatch the product; will be acceptable.
- 3. Eligible Goods Services**

3.1 All goods and related services to be supplied under the contract **and** shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS)*, and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Institute of Business Administration will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- a. Instructions to Bidders (ITB);
- b. Bid Data Sheet;
- c. Schedule of Requirements;
- d. Technical Specifications;
- e. Bid Submission Form;
- f. Manufacturer’s Authorization Form;
- g. Price Schedules;
- h. Contract Form;
- i. Performance Security Form;
- j. General Conditions of Contract (GCC);
- k. Special Conditions of Contract (SCC);
- l. Specification & Design if any;
- m. Delivery time or completion time/schedule;
- n. Bid evaluation Criteria;
- o. Any other / subsequent from if any;

6. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

- 7. Clarification of Bidding Document** 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Institute Of Business Administration IBA Karachi in writing or by email at the Institute of Business Administration (IBA)’s address before a week to the closing date of the bids or as per decision of IBA.
- 8. Amendment of Bidding Documents** 7.1 At any time prior to the deadline for submission of bids, the IBA Karachi, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Institute of Business Administration IBA , at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

- 8. Language of Bid** 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Institute Of Business Administration IBA Karachi shall be written in English language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.
- 8.2 In case of any other language, the authentic copy of the translation & translated document should be enclosed and in case of any ambiguity the true contract / copy should be provided.
- 9. Documents Comprising the Bid** 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) Bid Form and Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) Bid security furnished in accordance with ITB Clause 15 or any other information required by IBA Karachi.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an **adjustable price / Optional quotation** will be treated as nonresponsive and will be rejected.

12. Bid Currencies

12.1 Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

13. Documents

Establishing

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its **Bidder's** qualifications to perform the contract if its bid is accepted.

Eligibility and

Qualification

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Institute of Business Administration IBA Karachi satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Institute of Business Administration IBA Karachi satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the in Pakistan;

- (b) that if a bidder is a firm / company or organization has a valid certificate from Govt. entity in respect of its registration / renewal.
- (c) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (d) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications if otherwise is not mentioned; and
- (e) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a **certificate of origin** issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;

14.4 The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Institute of Business Administration IBA Karachi satisfaction that the substitutions ensure substantial equivalence or higher to those designated in the Technical Specifications. In case if such brand /item /equipment has been abundant or ceased;

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security shall be in Pak. Rupees as per bid data sheet or as required by Institute of Business Administration Karachi.

15.3 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible the expiration of the period of bid validity prescribed by the Institute of Business Administration IBA Karachi pursuant to ITB Clause 16.2 as per SPPRA rules 2010& Amended.

15.4 The bid security is required to protect the Institute of Business Administration IBA Karachi against the risk of Bidder's conduct which would warrant the security's forfeiture under the followings:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - I. To sign the contract in accordance with ITB Clause 33;
 - or**
 - II. To furnish performance security in accordance with ITB Clause 34.
 - III. To submit its bid in accordance with the conditions of knock out clause / basic requirement or in case of any false information or submission a fake documents or in case of any illegal / fraudulent practice.

**16. Period of
Validity of
Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Institute of Business Administration IBA Karachi, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Institute of Business Administration IBA Karachi as nonresponsive.

16.2 In exceptional circumstances, the Institute of Business Administration Karachi may solicit the Bidder's consent to an extension of the period of validity as provided in SPPRA Rules 2010 and Amended.

D. Submission of Bids

- 17. Sealing/Signing Marking** 17.1 The Bidder shall seal the bid(s) in separate envelope after duly **and** marking the each page and stamping, signing of the bid(s) (each **of Bids** pages) and then separately in an outer envelope.
- 18. Deadline for Submission of Bids** 18.1 Bids must be received by the Institute of Business Administration Karachi at the address specified not later than the time and date specified in the Tender.
- 18.2 The Institute of may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with SPPRA Rules 2010 & Amended.
- 19. Late Bids** 19.1 Any bid received by the Institute of Business Administration IBA Karachi after the deadline for submission of bids prescribed by the IBA pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
- 20. Modification and Withdrawal of Bids** 20.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Institute of Business Administration IBA Karachi prior to one day of the deadline prescribed for submission of bids.
- 20.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the one day prior to deadline for submission of bids.

E. Opening and Evaluation of Bids

- 21. Process of Procurement** 21.1 Single Stage one envelop process
- 22. Opening of Bids by the Sindh safe cities authority** 22.1 The Institute of Business Administration (IBA) will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet evidencing their presence.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Institute of Business Administration (IBA), at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

23. Clarification of Bids

23.1 During evaluation of the bids/prior the signing of the contract, the Institute of Business Administration (IBA) may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Institute of Business Administration (IBA) will preliminary examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security shall be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Institute of Business Administration (IBA) may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation or change the substance of the bid, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

25. Qualification

25.1 In the absence of prequalification, the Institute of Business Administration & Evaluation IBA Karachi will determine to its satisfaction whether the of Bids Bidder is qualified to perform the contract satisfactorily, in accordance with the. Criteria /Section V.

- 25.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Relevant Clause, as well as such other information, as the institute of Business Administration IBA Karachi deems necessary and appropriate.
- 25.3 The Institute of Business Administration IBA Karachi will technically evaluate and compare the bids which have been determined to be substantially responsive, as per Technical Specifications requirement.
- 25.4 The Institute of Business Administration IBA Karachi will financially evaluate a bid on delivered duty paid (DDP) standard and price shall be inclusive of all prevailing taxes and duties, if otherwise not mentioned.
- 25.5 IBA may consider a single bid if it is responsive as per SPPRA Rules 2010 & Amended.
- 25.6 Financial evaluation bid shall be free from all computational errors.

26. Announcement of Evaluation of Bids

- 26.1 IBA Karachi shall announce the evaluation report as provided in SPPRA Rules 2010 up dated.

27. Contacting the IBA Karachi

- 27.1 No Bidder shall contact the Institute of Business Administration (IBA) Karachi on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Institute of Business Administration IBA Karachi, it should do so in writing.
- 27.2 Any effort by a Bidder to influence the Institute of Business Administration IBA Karachi during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid and forfeiting of its bid security and its blacklisting.

F. Award of Contract

28. Award Criteria

- 28.1 Subject to ITB Clause 30, the Institute of Business Administration IBA Karachi will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been

determined to be the lowest evaluated bid as defined in SPPRA rules 2010 & Amended.

28.2 In case if more than one bidder quote the same cost / equal (lowest bid) the IBA Karachi may ask only to that lowest bidder at once to submit their financial bids again or opt any other option.

29. IBA Karachi

**Right to Vary
Quantities at
Time of Award**

29.1 The Institute of Business reserves the right at the time of contract awarding to add/delete terms and conditions, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions in accordance with prevailing rules & regulations.

30. IBA

**Right to Accept
or Reject All Bids**

30.1 The Institute of Business Administration Karachi IBA reserves the right to reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders the grounds for the rejection of bids.

**31. Notification of
Award**

31.1 Prior to the expiration of the period of bid validity, the Institute of Business Administration (IBA) will notify the successful Bidder in writing by registered letter or by email, that its bid has been accepted subject to verification of the CDR, however this acceptance shall not be termed as a contract or the bidders can not made any claim or as a vested right on this ground.

31.2 The notification of award will constitute the formation of the Contract subject to the Performance Guarantee.

32. Signing of Contract

32.1 After notifications to the successful Bidder that its bid has been accepted, the Institute of Business Administration will send the Bidder the Contract Form provided in the bidding documents or

reviewed, incorporating all agreements between the parties but in accordance with SPPRA rules.

32.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and stamp the contract and return it to the Institute Of Business Administration (IBA) Karachi.

32.3 The stamp duty on the contract of the same shall be imposed as per the "The Stamp Act, 1899".

- 33. Commencement** 33.1 The Contract shall be command after submission of the concerned of the Contract Performance guarantee and its validation / conformation for the bank
- 34. Integrity Pact** 34.1 Institute of Business Administration (IBA) Karachi may require from the bidder (qualified) for submission of an integrity pact.
- 35.1 Within Seven (07) days of the receipt of notification of award from the Institute of Business Administration (IBA), the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, on the Performance Security Form provided in the bidding documents, or in another form acceptable to the Institute of Business Administration (IBA) Karachi.
- 35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33 or ITB Clause 34 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event or on any other reason deems appropriate, the Institute of Business Administration (IBA) Karachi may make the award to the next lowest evaluated Bidder or call for new bids.
- 36. Corrupt or Fraudulent Practices** 36.1 The Institute of Business Administration (IBA) requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth in SPPRA Rules /Act shall be applicable:
- (a) The Institute of Business Administration (IBA) Karachi will bar a firm, in accordance with prevailing Blacklisting procedures under Sindh Procurement Rules 2010 and Amended in any case if deems so.
- 36.2 Furthermore, Bidders shall be aware of the provision stated in subclause 5 and sub-clause 24 of the General Conditions of Contract.
- 37. Grievance** 37.1 In case of any dis-satisfaction or objection against the evaluation /

Redressal report the agreed bidder may approach to the grievance
redressed Committee committee that shall be notified by the IBA Karachi
for the

purpose to address the grievance within 10 days after the
announcement of the evaluation report as provided in SPPRA
rules 2010 amended. Single Stage one envelop process

**38. Resolution
of Disputes**

38.1 The Institute of Business Administration (IBA)and the Supplier
shall make every effort to resolve amicably by direct informal negotiation
any disagreement or dispute arising between them under or in connection
with the Contract. If, after thirty (30) days from the commencement of such
informal negotiations.

38.2 The matter shall be referred to ED Institute of Business
Administration (IBA) Karachi in case of Purchaser and
supplier are not agreed or dispute is unsettled after 30days
and shall decide the matter in accordance with prevailing
laws after affording opportunity of hearing to the parties
whose decision shall be final.

38.3 In case of any objection thereafter, the matter may be
referred for judication / arbitration in accordance with
arbitration Act 1940.

Section-II

Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend under the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction
INSTITUTE OF BUSINESS ADMINISTRATION (IBA) KARACHI
Name of Project: Supply ,Installation, Testing & Commissioning Of 500 KVA Stand By Diesel Generator At Boys Hostel IBA Main Campus Karachi University Enclave Karachi
Supply, Installation, Testing, Commissioning Of 500kva Standby Diesel Generator Set Along With Cabling & All Other Allied Civil & Electrical Works As Per Mentioned In BoQ Attached
For clarification purposes, the Employer's address is: Senior Manager Contracts Institute of Business Administration (IBA) Karachi Phone : 021381004701 EXT: 2571 and Email: nmalik@iba.edu.pk Requests for clarification shall be received by the Institute of Business Administration (IBA) Karachi no Later than 5 (Five) Working days before date of opening of Tender.
Language of the bid – English
Bid Price and Currency
The price quoted shall be Delivered, Installed, Tested, & Commissioned at Site inclusive of all types of Duties & taxes, Federal, Provincial and Local at the following locations in accordance with the Schedule of Requirements at IBA Karachi Main Campus University of Karachi Enclave Karachi.
The price shall be in Pak Rupees (including all taxes) and shall be fixed.

Mandatory Qualification Requirements. In addition to ITB relevant clause, the potential bidder must also fulfill the following:-

- a) The Bidder must be **Original Equipment Manufacturer (OEM)** or an **Authorized Dealer** for sales & service for Five-years. (Documentary Evidence is required)
- b) **Technical Brochures** of Equipment quoted, mentioning its specifications, manufacture's model, product number, and country of origin.
- c) An **average annual sale** from the sale of all types of equipment for the last 2 years.
- d) Completion of at least 2 similar projects (500 KVA) within Last 3 years.
- e) **Authority Letter** from the Bidder Company authorizing the relevant person to represent the company.
- f) **Affidavit** that the firm is not blacklisted or involve in any corrupt or illegal practice or banned or declared ineligible / blacklisted by any procuring agency.
- g) A certificate from the dealer that all spare parts of the equipment to be supplied are easily available in Pakistan in the local market or from company owned outlets along with a certificate that its quoted price is not more than the price of market value.

Amount of Bid Security:

Sr.	Item	Bid Security
1	Supply, Installation, Testing, Commissioning of 500KVA Standby Diesel Generator Set	2%

Preparation and Submission of Bids

- a. Certificate of Incorporation of bidder's firm showing its location and the date of registration etc.
- b. NTN, GST & Professional Tax Certificate.

Audited Balance Sheet or Bank Statement for the last 3 financial years **(2018, 2019,2020)**.

Bid Validity Period: 90 days after the date of opening of bid.
Bids must be accompanied by unit price and total price.
Deadline for Bid Submission : October 27, 2021 no later than 1500 Hours
Time, Date, and Place for Bid Opening : October 27, 2021 at 1530 Hours. Tender Box placed at the Security Office, Gate # 4, IBA Main Campus University Enclave Karachi

Section IV Technical Specifications

Procurement for Generator of 500 Kva

BROAD SPECIFICATIONS:

SR. #	DESCRIPTION	UNIT	QTY
1	<u>STANDBY POWER SUPPLY SYSTEM</u>		
	<u>DIESEL GENERATORS SET</u>		
	Supply, Installation & Commissioning of following size Standby Diesel Generating (Electronic Engine) set. Make CUMMINS POWER GENERATION, Perkins-FG WILSON, Caterpillar or Equivalent manufactured, assembled & tested by the Engine Manufacturer of following sizes at 50 degree C radiator tropically designed, relative humidity assembled on painted welded steel bed-plate framework to accommodate engine complete with sound proof canopy with having maximum sound level 85 db at 1.0 meter with governor, balanced flywheel, Engine panel with oil pressure and water temperature gauge, residential/industrial exhaust silencer, with M.S. pipes, bends, flanges etc. for complete disposal of combustion smoke, built in day, fuel tank, Fuel filter with water separator, alternator, voltage regulator and provided, complete with ATS panel and day tank all necessary metering, switches, indicators and manufactures special tools, engine & alternator maintenance and instruction manuals, engine & alternator parts list, Permanent Magnet Excitation, IP23 Protection, Alternator class H insulation, Alternator Battery Charger, Control panel with Analog & Digital AC output Metering, Sensor Failure Monitoring, Smart Staring Control		

	System, Self-Test Switch, Failure History, Sleep Mode Data Display in control also include Number of starts, Automatic Voltage Regulator, Electronic/Mechanical Governor, Emergency Push button, User O&M Manual, Industrial muffler (Supplied Loose), Exhaust Flexible (Supplied Loose), First oil filled, First Coolant Filled, Engine Sump oil drain tap, , Fuel oil water Engine Coolant Drain Tap, Earth Leads, Switch key, Control operating mode, Set mounted lead acid imported batteries, Certified Test Reports from OEM, NFPA 70, NFPA99, NFPA110UL508 complete in all respects.		
	Electronic/ Mechanical Governing		
	Three phase sensing, full wave rectified voltage regulation, with a PWM output for stable operation with all load types.		
	Standard Tool Kit		
	Warranty should be one year with unlimited hours		
	Training of the Centre's staff in operation, maintenance and defect diagnosis of the system.		
	Control System		
	Control System should be a Microprocessor-Based Generator Set Monitoring, Metering and Control System designed to meet the demands of today's engine driven generator sets. The integration of all control functions into a single control system will be an additional advantage. These control systems have been designed and tested to meet the harsh environment in which gensets are typically applied.		
	12 and 24 VDC battery operation		
	Operator Adjustments		

	Data Logs		
	Fault History		
	True Alternator overcurrent protection		
	Monitors status of all critical engine and alternator functions		
	Digital Genset AC DC metering		
	Genset battery monitoring system to sense and warn against a weak battery condition		

	3-phase, 4-wire line-to-line sensing		
	Low Oil Pressure Alarm / Shutdown		
	Low Engine Coolant Temp.		
	High Engine Coolant Temp.		
	Over Crank (fail to start)		
	Overspeed Shutdown		
	Low & High Batt. V alarm		
	Short Circuit		
	GenSet Under & Over Voltage		
	GenSet Under & Over Frequency		
	Over Current		
	Over Speed		
	Over Load Warning		
	Short Circuit Shutdown		

	Reverse power shutdown		
	Active current limiting to protect the alternator while still maintaining operation during short duration		
	Field overload shutdown		
	Sensor failure indication		
(i)	500kVA prime Rating with ATS Panel	1	Each
2	<u>POWER CABLES</u>		
	Supply, Installation & Connecting up of 600/1000 volt grade PVC insulated and PVC sheathed Copper conductor cables, Make Pakistan Cables, Newage, Fast Cable or equivalent.		
	<u>Note:-</u> Cables shall be purchased as per actual measurements at site.		

3	<u>CONTROL CABLES</u>		
	Supply, Installation & Termination of Control Cable PVC sheathed Copper conductor cable, Make Imported, Newage, Fast Cable Ltd of following sizes.		
	<u>Note:-</u> Cables shall be purchased as per actual measurements at site.		
i)	2.5mm ² x 5C Copper conductor cable		
4	Earthling System		
	Providing and Installation of ¾" dia & 10 ft long copper rod as earth electrode upto water level including cost of boring and lowering the rod, complete with clamp and 1 x 35mm ² stranded copper conductor from rod to ground surface in		

2. Broachers/Samples are obligatory, will be submitted to as a part of technical bid.
3. Installation and commissioning shall be inclusive of associated Mechanical, Civil & Electric works.
4. Any additional cost will bear by the vendor/bidder.
5. Standard Warranty for one (01) year after the commissioning of Goods including after sale service.
6. Delivery timeline is 2-3-months after the issuance of purchase order.
7. If delivered items are not as per standard mentioned in the Tender Document Client reserves the right to claim replacement of the same or cancelation of the Contract.
8. Site visit will be held on October 22, 2021 at IBA Boys Hostel at 3pm with Sr. Manager Contracts (Project) for understanding the exact nature of the job.

Section V

EVALUATION CRITERIA

EVALUATION CRITERIA				
Sr. No	Criteria	Comment/description	Max. Marks	Documents Required
1.	Number of Years of Existence of Firm	05 or more Years = 20 Points 03 Years = 14 Points 02 Years = 10 Points Less Than 01 Years = 03 Point	20	Documentary evidence Required
2.	Total Number of Staff	More than 10 = 20 Points 10 to 07 = 15 Points 06 to 04 = 10 Points Less than 4 = 04 Points	20	Documentary evidence Required
3.	Completion/ Acceptance Certificates at least Five (05) Customers of up to same rating.	05 Projects or more = 20 Points 04 Projects = 15 Points 03 Projects = 10 Points 02 Projects = 05 Points Less than 01 Project = 0 Points	20	Documentary evidence Required
4.	Total No. of Generators above 300 KVA installed in Pakistan	10 Projects or more = 20 Points 08 Projects = 15 Points 05 Projects = 10 Points 02 Projects = 05 Points Less than 02 Project = 2 Points	20	Documentary evidence Required
5.	In-house Work Shop	-	20	Documentary evidence Required Registration, Photograph, Video etc
Total Marks = 100		Minimum Passing Marks = 80		

Section VI
Bidding Forms
1. BID SUBMISSION FORM

Date: __ No: ____

To

[INSTITUTE OF BUSINESS ADMINISTRATION (IBA) KARACHI]

Having examined the bidding documents including Addenda Nos. [], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver “ Supply, Installation, Testing & Commissioning of 500 KVA Standby Diesel Generating Set with allied Civil & Electrical Works at Boys Hostel IBA Main Campus University Road Karachi” in conformity with the said bidding documents for the sum of ----- or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. And, prior to execution of the contract no right accrue.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the INSTITUTE OF BUSINESS ADMINISTRATION IBA KARACHI.

We agree to abide by this Bid for a period of 60 days from the date fixed for Bid opening under relevant clauses of the Instructions to Bidders, and it shall remain binding upon us and shall be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

In any case and at any stage of procurement process or thereafter for the verification purpose the Institute of Business Administration (IBA)has right to seek the clarification from the undersigned and call any document / record to authenticate of the submitted document from undersigned or any institution. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------

(if none, state "none")

We understand that Institute of Business Administration (IBA) is not bound to accept the lowest or any received bid you and may calculate the process at any time.

Dated this _____ day of _____ 20_____.

3. MANUFACTURER'S AUTHORIZATION FORM

[See the Relevant clause of the Instructions to Bidders.]

To: INSTITUTE OF BUSINESS ADMINISTRATION (IBA) KARACHI

WHEREAS *[name of the Manufacturer]* who is established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

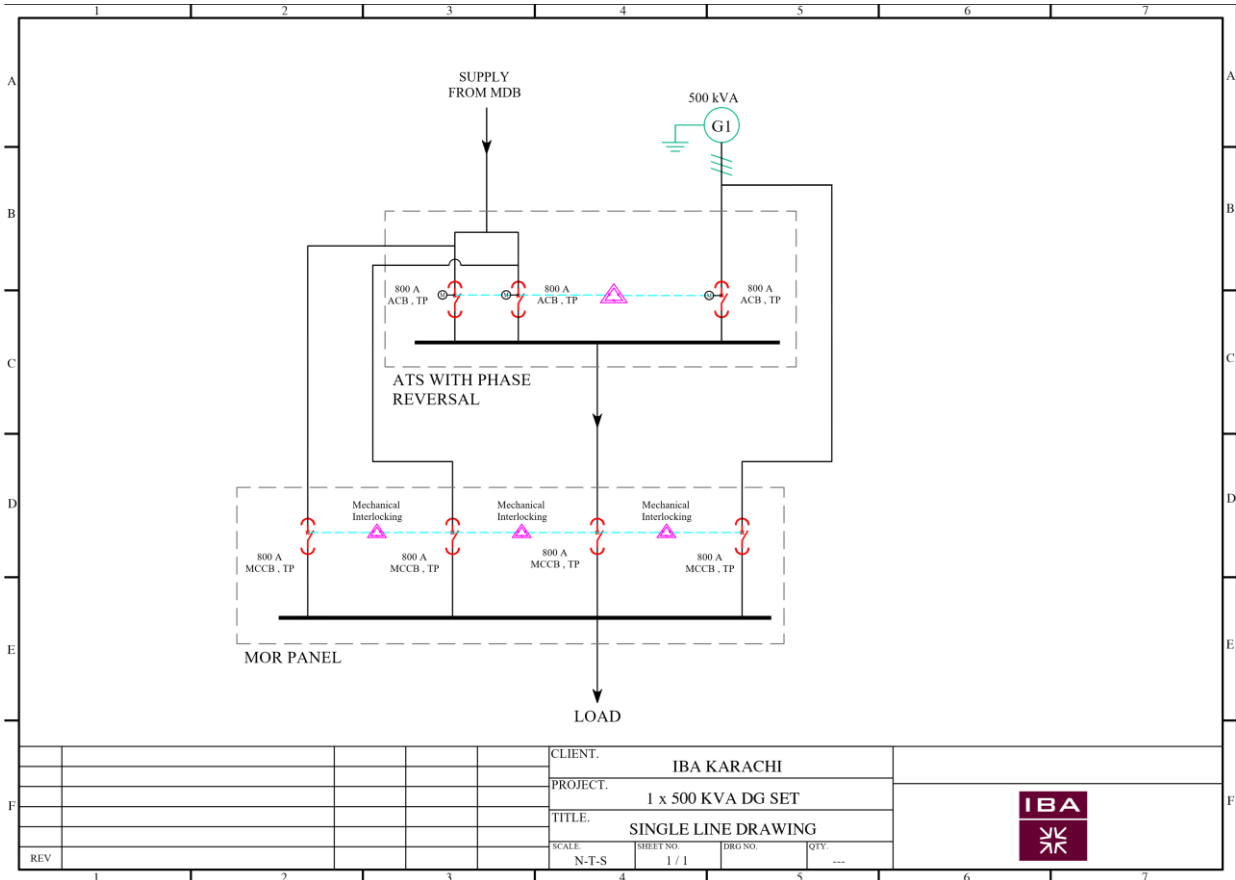
4. Price Schedules

SUPPLY , INSTALLATION TESTING & COMMISIONING 500 KVA STANDBY DIESEL GENERATOR SET AT BOYS HOSTEL BLOCK B& C AT IBA MAIN CAMPUS KARACHI UNIVERSITY ENCLAVE BILL OF QUANTITIES					
S.No	Description	Qty	Unit	Unit Price	Amount
1	Supply of Diesel (Electronic Engine) power 500 KVA Stand by 3 phase 400V , 50 Hz Diesel generator set ,make Perkins-FG WILSON, Cummins Power Generation, Caterpillar (Brand New) or Equivalent manufactured, coupled and tested by the Engine Manufacturer with sound proof canopy having maximum sound level not more than 85 Db at 1 meter ,Water Cooled type designed for smooth operation, Comprises of, <ul style="list-style-type: none"> • Control Panel • Batteries • Circuit breaker • Base fuel tank Including all necessary accessories with and consumables required including all type of Loading, Unloading, Cartage and delivered at Site Complete as per specification.	1	No		
2	Supply & installation of 800A 3Pole MCCB based ATS panel with phase reversal and MOR (as per SLD) ,system comprising of, <ul style="list-style-type: none"> • 3 x 800 A 3P MCCB. (ATS) • 4 x 800 A 3P MCCB. (MOR) • UVT ,Phase Reversal, EVR • indication lamps etc. Complete in all respect as per specification .	1	No		
3	Supply, laying , termination & testing of 185 sq.mm four core XLPE insulated cables , 600/1000 Volts power cables by Pakistan Cable, Pioneer, Fast or equivalent as per Specification Complete.	550	feet		
4	Supply, laying and termination of 95 sq mm single core PVC insulated earth cable for neutral and body grounding connections. Pakistan Cable, Fast cable, Pioneer or Equivalent as per specification.	100	feet		
5	Supply, laying and termination of 2.5 sqmm 3 core PVC/PVC insulated Control cable Pakistan Cable, Fast cable, Pioneer or Equivalent as per specification	550	feet		
6	Supply, installation and placement of Vibration Isolator Pad SL – 275 170 Kg/Cum minimum thickness 0.49 Neoprene Sheet for Vibration Isolation as per specification	1	job		
7	Construction of R.C.C Foundation pad of the size of 7'x19'x2' for the placement of Diesel generator.	1	job		
8	Supply of 4-inch PVC pipe for under-ground cable laying, including all civil work	550	feet		
9	Construction of earth pit for the neutral and body of Genset (Plate Type) as per the site drawing. Contractor Must Ensure That The Resistance To Earth Of Any Earth connection Shall Not Be More Than One (01) Ω. Earth connecting points (ECP) of 2" wide and ½" thick to be installed on the wall complete with fixing element, brass nuts bolts complete in all respects.	3	job		
10	Supply & installation of KWH meter for diesel generator job shall also include obtaining NOC of 1 Nos. 500Kva, DG Sets for commencement order and fitness & permission certificate from electric inspector.	1	Job		
Total Amount (Inclusive of all taxes)					

The rate should be inclusive of all type of taxes, duties, levies etc.

Total Amount in Words: _____

SINGLE LINE DIAGRAM OF THE PROPOSED GENERATOR



Part-II (Section I)
Contract Forms

1. CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between Institute of Business Administration (IBA) Karachi (hereinafter called “the Purchaser/Client”) of the one part and [name of Supplier] of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Institute of Business Administration IBA Karachi invited bids for certain goods and ancillary services, viz., Supply, Installation, Testing & Commissioning of 500 KVA Standby Diesel Generating Set along with all allied Civil and Electrical Works as per attached BOQ and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz.:
 - a. The Bid Form and the Price Schedule submitted by the Bidder;
 - b. The Schedule of Requirements;
 - c. The Technical Specifications;
 - d. The General Conditions of Contract;
 - e. The Special Conditions of Contract; and
 - f. The Institute of Business Administration (IBA) Notification of Award.
 - g. The clarifications provided to the supplier
3. The Client hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
4. The Client may add, delete, review any conditions or clause of the contract with mutual consent of the subject without affecting the substance of the bid process.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the INSTITUTE OF BUSINESS ADMINISTRATION IBA KARACHI)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

2. PERFORMANCE SECURITY FORM

To:

INSTITUTE OF BUSINESS ADMINISTRATION (IBA) KARACHI
IBA MAIN CAMPUS UNIVERSITY ROAD
KARACHI

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated _____ 20____ to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[Name of bank or financial institution] _____

[Address] _____

[Date] _____

Section II

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the INSTITUTE OF BUSINESS ADMINISTRATION (IBA) KARACHI and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the INSTITUTE OF BUSINESS ADMINISTRATION (IBA) KARACHI under the Contract.
- d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- e) The "SPPRA" Rules means the Sindh Procurement Rules 2010 amended to date.
- f) "Province" means Sindh Province.
- g) "GCC" means the General Conditions of Contract contained in this section.
- h) "SCC" means the Special Conditions of Contract.

- i) "The Institute of Business Administration (IBA) karachi" means the organization purchasing the Goods, as named in SCC.
- j) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- k) "The Project Site," where applicable, means the place or places named in SCC.
- l) "Day" means calendar day.

2. Application 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract information 5.1 The Supplier shall not, without the INSTITUTE OF BUSINESS ADMINISTRATION IBA KARACHI prior written consent, disclose the Contract , or any provision thereof, or any specification, plan, drawing, pattern sample, or information furnished by or on behalf of the INSTITUTE OF BUSINESS ADMINISTRATION KARACHI IN connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract Disclosure to any the Bank such employed person shall be mad in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 5.2 The Supplier shall not, without the Institute of Business Administration IBA Karachi prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract and under intimation of purchased.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Institute of Business Administration (IBA) Karachi and shall be returned (all copies) to the Institute of Business Administration IBA Karachi on completion of the Supplier's performance under the Contract if so required by the Institute of business Administration IBA Karachi.
- 5.4 The Supplier shall permit the Institute of Business Administration IBA Karachi to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the IBA Karachi, if so required.

6. Patent Rights

- 6.1 The Supplier shall indemnify the Institute of Business Administration IBA Karachi against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

7. Performance Security

- 7.1 Within seven (7) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Institute of Business Administration (IBA) Karachi the performance security in the amount specified in SCC shall be submitted before the execution of the contract.
- 7.2 The proceeds of the performance security shall be payable to the Institute of Business Administration IBA Karachi as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Institute of Business Administration (IBA) Karachi and shall be in a form of:
 - a. Bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Sindh, in the form provided in the bidding documents or another form acceptable to the Institute of Business Administration (IBA) Karachi.

- 7.4 The performance security will be discharged by Institute of Business Administration (IBA) Karachi and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 7.5 The Performance security shall be verified promptly from the concerned bank prior to signing the contract and in case of its non confirmation, IBA Karachi has right to blacklisting such bidders.

8. Inspections & Tests
Goods

8.1 The Institute of Business Administration IBA Karachi or its representative shall have the right to inspect and/or to test the Goods its component / part to confirm their conformity to the Contract specifications at no extra cost to the Institute of Business Administration (IBA). SCC

and the Technical Specifications / SCC shall specify what inspections and tests the Institute of Business Administration IBA Karachi requires and where they are to be conducted. The Institute of Business Administration IBA Karachi shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes

- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Institute of Business Administration IBA Karachi.
- 8.3 Any inspected or tested Goods if fail to conform to the Specifications, the Institute of Business Administration IBA Karachi may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Institute of Business Administration IBA Karachi may take any action against the supplier.
- 8.4 The Institute of Business Administration IBA Karachi right to inspect, test and, where necessary, reject the Goods after the Goods/its components arrival in Pakistan shall in no way be limited or waived

by reason of the Goods having previously been inspected, tested, and passed by the Institute of Business Administration IBA Karachi or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required

to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Institute of Business Administration (IBA).

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in as per requirement of Purchaser.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility.

12. Transportation

12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Institute of Business Administration IBA Karachi country, transport to such place of destination in the IBA Karachi 's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by

the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC or required by the Purchaser:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of the INSTITUTE OF BUSINESS ADMINISTRATION (IBA) personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 All cost for incidental service shall be borne by the supplier included in the contract Price for the goods and the purchaser shall not pay such cost in any case except additional requirement by the purchaser.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (i) in the event of termination of production of the spare parts:
- (ii) advance notification to the Institute of Business Administration (IBA) of the pending termination, in sufficient time to permit the Institute of Business

Administration (IBA)to procure needed requirements;
and

- (iii) Such termination, furnishing at no cost to the INSTITUTE OF BUSINESS ADMINISTRATION (IBA), the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty 15.1 The Supplier warrants that the Goods/ branded including all spare parts) supplied under the Contract are new, unused, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the INSTITUTE OF BUSINESS ADMINISTRATION (IBA)'s specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

15.3 The Institute of Business Administration (IBA) shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period of a week or specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Institute of Business Administration (IBA).

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified above or in SCC, within a reasonable period, the may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Institute of Business Administration (IBA) may have against the Supplier under the Contract.

16. Payment
under

16.1 The method and conditions of payment to be made to the Supplier
this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the INSTITUTE OF BUSINESS ADMINISTRATION (IBA) in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 The currency of payment is Pak. Rupees.

17. Prices 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Institute of Business Administration (IBA)'s request for bid validity extension, as the case may be or voluntary discount by the supplier.

18. Change Orders 18.1 The Institute of Business Administration (IBA) may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more notwithstanding anything contrary to prevailing laws / rules:

19. Contract & its Commencement 19.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19.2 The contract shall be commenced after verification of the Bank guarantee submitted by the supplier from the concerned bank if otherwise not provided.

20. Assignment Sub -contract 20.1 The Supplier shall not assign, to any other or sublet or sub-contract or with in whole or in part, its obligations to perform under this Contract, except with the Institute of Business Administration (IBA)'s prior written consent.

21. Delays in the Supplier's Performance 21.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Institute of Business Administration (IBA) in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier

shall promptly notify the Institute of Business Administration (IBA) in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Institute of Business Administration (IBA) shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

21.3 Except as provided anywhere in GCC Clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC relevant Clause, unless an extension of time is agreed upon pursuant to related GCC Clause without the application of liquidated damages.

22. Liquidated Damages 22.1 Notwithstanding anywhere in GCC Clause, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Institute of Business Administration (IBA) shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC (0.2 % of contractual price per day) of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum.

23. Termination Default 23.1 The Institute of Business Administration (IBA), without prejudice for to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Institute of Business Administration (IBA) pursuant to GCC relevant Clause or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the INSTITUTE OF BUSINESS ADMINISTRATION (IBA) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the

purpose of this clause: "Corrupt practice" means that defined in SPPRA Rules 2010 or amended to date.

23.2 In the event the Institute of Business Administration (IBA)terminates the Contract in whole or in part, the Institute of Business Administration (IBA)may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and such additional costs shall be payable by the supplier. However, the Supplier shall continue performance of the Contract to the extent not terminated. The benefit of force majeure shall be in favour of client if it anytime.

**24. Force
Majeure**

24.1 Notwithstanding anything contrary provided in the provisions of GCC Clauses, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Institute of Business Administration (IBA) in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Institute of Business Administration (IBA) in writing of such condition and the cause thereof. Unless otherwise directed by the Institute of Business Administration (IBA) Institute of Business Administration (IBA) in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The benefit of Force Majeure shall be in favor of client (PSCA) if it happened anytime.

25. Termination for Insolvency 25.1 The Institute of Business Administration (IBA) may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that

such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Institute of Business Administration (IBA).

26. Termination for Convenience

26.1 The Institute of Business Administration (IBA), by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at

any time for its convenience. The notice of termination shall specify that termination is for the Institute of Business Administration (IBA) convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 All enabling clauses of PPRA laws / rules / regulations shall be strictly followed in the procurement and process and black listing contract management / proceedings.

27. Resolution of Disputes

27.1 The Institute of Business Administration (IBA) and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations.

27.3 The matter shall be referred to ED Institute of Business Administration (IBA) in case of Purchaser and supplier are not agreed or dispute is unsettled after 30 days and shall decide the matter in accordance with prevailing laws after affording opportunity of hearing to the parties whose decision shall be final.

27.4 In case of any objection therefore, the matter may be referred for judgement / arbitration in accordance with arbitration Act 1940.

28. Governing Language

28.1 The Contract shall be written in the language English. the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language. In case of any other language the authenticated translation duly attested may be added with bid and, In case of any ambiguity the language of original documents shall prevail.

29. Applicable Law

29.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

30. Notices 30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax or by email or any other modern devices (accepted by PSCA) and confirmed in writing to the other party's address specified in the bidding document and construed its receiving if not responded.

31. Taxes and Duties 31.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods Institute of Business Administration (IBA).

32. Corrupt or Fraudulent Practices 32.1 The Institute of Business Administration (IBA) requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth in PPRA Rules /Act shall be applicable:

(a) The Institute of Business Administration (IBA) will bar a firm/individual/company/bidders/contractors/suppliers/consultants/or what so ever named, in accordance with Blacklisting procedures under Sind Public Procurement Rules 2010 in any case if deems so.

32.2 Furthermore, Bidders shall be aware of the provision stated in the General Conditions of Contract.

Section III

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

- a) The Institute of Business Administration (IBA) is: [*Department Name*]
- b) The Institute of Business Administration (IBA) country is: Islamic Republic of Pakistan
- c) The Supplier is: [Detail]
- d) The Project Site is: [Detail]

2. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security 5% in the shape of non-recourse, irrevocable and unconditional bank guarantee from scheduled bank of Pakistan/ having setup in Sindh on the prescribed format attached with the bidding document.

3. Inspections and Tests (GCC Clause 8)

Inspection and tests prior to delivery of goods and at final acceptance are:-

- i) For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)
- ii) For Physical Fitness having No Damages (Certificate from supplier) iii) For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)
- iv) For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by PMU)
- v) For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by PMU)

vi) Clearing certificates and receipt of payments (as required by the supplier) from the custom or any other relevant entity in case of import.

4. Delivery and Documents (GCC Clause 10)

Upon shipment, the Supplier shall notify the Institute of Business Administration (IBA) the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Institute of Business Administration (IBA):

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods including the copy of LC;
- (iii) Copies of the packing list identifying contents of each package; (iv) Insurance certificate ;
- (v) Manufacturer's or Supplier's Valid Warranty Certificate;
- (vi) Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report; and (vii) Certificate of Origin.
- (viii) The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

5. Insurance (GCC Clause 11)

The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

6. Incidental Services (GCC Clause 13)

Incidental services to be provided are:

- a) At site complete training of Institute of Business Administration (IBA) nominated staff regarding maintenance and operation of Goods.
- b) At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year, starting from final acceptance of goods.
- c) The rate must include cost for all kinds of labor, inputs and material required for above, and all applicable government taxes and levies

7. **Warranty (GCC Clause 15)**

In accordance with the provisions, the overall warranty period shall be 12 months from date of Handing Over (Final Acceptance) of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract.

- a. In case of any default or failure to perform obligation as per the obligation as per contract the supplier shall pay liquidated damages to the Institute of Business Administration (IBA)with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.2 % of the contract price per day. The maximum amount of liquidated damages for the whole of the goods may subject to satisfaction of purchaser be 5% of the contract price.
- (b) With satisfaction of the purchaser to the supplier shall replace the whole unit at site including transportation, installation, testing & commissioning etc. in case of major defect at his own cost.

8. **Payment (GCC Clause 16)**

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

Billing Cycle: The payment shall be done after completion of whole assignment and issuing satisfactory certificate by the purchaser / client or as per contract (addendums etc.).

- (i) **Payment against Delivered Goods:** Upon submission of claim, the supplier shall be paid within thirty (30) days of receipt of the Goods at site after performing the requisite inspection and tests as mentioned above or on satisfaction of the purchaser.

9. Prices (GCC Clause 17)

Prices shall be: Fixed.

10. Liquidated Damages (GCC Clause 22)

Applicable rate: 0.2 % of contract price per day.

12. Non Acceptable Bids

Bids from Local Couplers and local representative of couplers, who do not have generator engine manufacturing expertise, will not be acceptable. Bids from Authorized local representatives of the Engine Manufacturers that manufacture, couple, test and dispatch the product; will be acceptable.

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

M/s _____

Contact Person: _____

Address _____

Tel # _____ Fax # _____

Mobile # _____ e-mail: _____

NTN # _____ SRB Registration # _____