

*Tender Fee: Rs. 5,000/-
(Non-Refundable)*

TENDER FORM

Tender # IT/07/24-25 Provide, Supply, Install & Commission Uninterruptible Power Supply (UPS)

Date of Issue : **October 30, 2024**
Last Date of Submission : **November 15, 2024 (3:00 PM)**
Date of Opening of Tender : **November 15, 2024 (3:30 PM)**

Company Name: _____

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

GST Registration Number: _____

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

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

Notice Inviting Tender (NIT)

Tender Notice

The Institute of Business Administration (IBA) Karachi, invites online bids on SPPRA EPADS (only) from tax-compliant Suppliers/Service Providers, registered with the relevant tax authorities and SPPRA EPADS, for the following tenders:

Tender Title (Ref. No.)	Procedure	Bid Security
Provide, Supply, Install & Commission Uninterruptible Power Supply (UPS) (IT/07/24-25)	Single Stage One Envelope	2%
Tender Fee and Dates		
▶ <i>Tender Document Fee:</i> Rs. 5,000/-		
▶ <i>Issuance start date:</i> October 30, 2024, at 9:00 AM		
▶ <i>Issuance end date and time:</i> November 15, 2024, at 3:00 PM		
▶ <i>Submission date and time:</i> October 30, 2024, to November 15, 2024, from 9 AM to 3 PM		
▶ <i>Opening date and time:</i> November 15, 2024 at 3:30 PM		

Tender documents are available at the Office of the **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi**, on any working day (Monday to Friday). The tender documents can also be downloaded from the IBA and SPPRA EPADS websites. The tender fee challan be generated from the IBA website at <https://tenders.iba.edu.pk> and deposited at any branch of Meezan Bank Ltd.

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

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

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

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

REGISTRAR

IBA, Main Campus, University Enclave, Karachi 75270

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

Contact Person Sr. Executive Procurement on 38104700 ext: 2152

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

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

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1. Introduction

Dear Tenderer

Thank you for the interest you have shown in response to the IBA's advertisement which floated on IBA and SSPRA websites on October 30, 2024, to "Provide, Supply, Install & Commission Uninterruptible Power Supply (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 and several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools and the assessment and testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards and academic traditions it had inherited from Wharton and USC while adapting and adjusting them over time.

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

Please contact Senior Executive Procurement on 38104700 ext: 2152 for any information or query.

Thank you.

-sd-

Registrar

2. Instructions

(a) **Sign and Stamp**

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

(b) **Filling of Tender Form**

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

(c) **Collection of Tender**

You can collect the Tender Document from the office of the Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from October 30, 2024, to November 15, 2024, during working hours 9:00 AM to 3:00 PM.

(d) **Tender Number**

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

(e) **Communication**

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

Contact Person (IBA): Senior Executive Procurement
Institute of Business Administration, Main Campus,
University Enclave, Karachi
Tel #: 021 38104700; Ext 2152
Email: tenders@iba.edu.pk

(f) **Clarification / Proof**

The bidder should submit copies of certificates of registration with the Sales Tax and Income Tax departments, as proof of their claim.

Stamp and Signature

(g) Submission of Documents and Address

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) to be submitted on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/> by November 15, 2024 till 3:00 PM. The original Bid Security along with the Original Bid (duly signed and stamped) be delivered to IBA, Karachi on above mentioned address before bid opening schedule.

(h) Rights

Competent authorities reserve the right to accept or reject any quotation/tender without any reason thereof. Also, the Authority reserves the right to change/alter/remove any item or article or reduce/enhance quantity without assigning any reason. IBA also reserves the right to issue a Purchase Order for any single item to different lowest responsive bidders or for all the items to any lowest responsive bidder.

(i) Point of Delivery

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

(j) Location of Installation

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

(k) Conditional / Optional / Alternate Bids

Such bids will not be accepted.

(l) Site Survey

The sites can be visited at IBA premises from the date of publishing of the Tender till 3 days before the last date of the submission of the bid by making an appointment (except Saturday & Sunday) via email

- **Location:** IBA Main Campus, University Enclave, University Road, Karachi
- **Point of Contact:** Mr. Rashid Khan - **Email:** khanr@iba.edu.pk

- **Location:** IBA City Campus, Kyani Sheed Road, Karachi.
- **Point of Contact:** Mr. Imran Akhtar - **Email:** iakhter@iba.edu.pk.

Stamp and Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Provide, Supply, Install & Commission Uninterruptible Power Supply (UPS).
- (c) **Procuring Agency's Address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 2% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days):** Forty-five (45) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date for submitting the Tender Document is November 15, 2024, by 3:00 PM on SPPRA EPADS portal. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend.
- (g) **The Venue, Time, and Date of Bid Opening:** The Tender will be opened on November 15, 2024, at 3:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Liquidity damages:** Liquidated damages 2% per month of the total contract amount will be imposed on delayed delivery.
- (i) **Deposit Receipt No:** _____ **Dated:** _____
Amount (in words and figures): _____
Pay Order / Demand Draft #: _____, **Amount: Rs.** _____
Drawn on Bank: _____, **Dated:** _____

Stamp and Signature

4. Terms and 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 the bid, should be submitted along with the tender documents.

b. Performance Security

The successful bidder should provide 5% Performance Security of the total value of the Purchase Order in the form of a Pay Order or bank guarantee prior to the signing of the Contract. The Performance Security shall extend at least three months beyond the completion of the contract.

c. Validity of the Tender

All proposals and prices shall remain valid for 45 days from the closing date of the submission of the proposal. However, the Bidders are encouraged to state a longer period of validity for the proposal.

d. Currency

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

e. Ownership

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

f. Arbitration and Governing Law

This tender and any contract executed under this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all bidders 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, of 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

g. Acceptance of Tender

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

Stamp and Signature

h. Support Capabilities

The Bidder should indicate the support capabilities for all the hardware provided during the course of the warranty.

i. Compliance with Specifications

The Bidders shall provide information as per requirements given in BoQ. However, Bidders can submit multiple solutions. Bidders may not propose/supply any kind of refurbished hardware equipment/ components in their proposals.

j. Bid Evaluation:

The bid will be considered as the Most Advantageous on most closely conforming to evaluation criteria and other conditions specified in the bidding document and having the Least cost.

k. Cancellation

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

l. Invoice

The invoice/bill should be submitted to the Procurement Department.

m. Stamp Duty

The Stamp duty of 0.35% against the total value of the Purchase Order will be levied accordingly.

n. Delivery Time

The supply should be completed at IBA within 12 to 14 weeks from LoA.

o. Physical Inspection

Physical Inspection at the manufacturer/distributor site will be carried out.

p. Payment

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

Stamp and Signature

5. Integrity Pact

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

Note:

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

Stamp and Signature

6. Project Summary

Institute of Business Administration, Karachi (IBA) requires 'Supply & Installation with Complete Commissioning of UPS without batteries, as per below given Scope of Work and Bill of Quantity.

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

7. Scope of Work

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

Stamp and Signature

8. Bidder Qualification Criteria

Sr. No.	Mandatory Eligibility Criteria (attach supporting document)	Remarks Yes / No
1.	Successful completion of at least three (03) similar projects completed / in hands in the last three years. Testimonial from the customer or can be confirmed by IBA, Karachi, through the contact detail provided	
2.	Last 3 years' average turnover with a minimum of 12 million (per year) as per Audited Financial Statement and Annual Return.	
3.	Sales tax registration certificate with last month's return copy of both FBR and/or SRB and NTN certificates at the time of submission of the bid	
4.	Authorized Partnership / Distribution / Manufacturing Certificate of the quoted brand	
5.	Principal/OEM presence in Pakistan	

Note: Must provide supporting documentation for evaluation.

Stamp and Signature

9. Bill of Quantity:

Sr #	Description	Quoted Brand	Quoted Model	Qty	Rate	Amount
1.	Uninterruptible Power Supply (UPS) <ul style="list-style-type: none"> • Capacity: 60 kVA • Brand: APC, VERTIV or Equivalent • Builtin Parallel Connectivity • Voltage: 380/400/415VAC 3-Phase, 4 Wire • Voltage Range: 110 to 300 VAC @ 50% load; 184 to 276 VAC @ 100% load • Acceptable Voltage Range: 110-300VAC • Frequency Range: 50/60 Hz • Full Protection: Under/Over Voltage, Spike/Surge Suppression, Overload, Short Circuit, Configurable for 400 or 415V, 3 Phase nominal output voltage • Output Power Factor: 1 (unity) • System Efficiency: Up to 98.5% • Max Charging Ampere: 18A • Automatic and Manual Bypass: Built in • Alarm: Auditable and Visible • Emergency Action: Emergency Power Off (EPO) • 3 Years Comprehensive Onsite Warranty 			2 Units		
2.	Network Interface Card <ul style="list-style-type: none"> • SNMP Card: VT-CRD-03020728, VERTIV SNMP IS-UNITY-DP Card • 3 Years Comprehensive Onsite Warranty 			2 Units		
4.	Complete Installation and Commissioning of 60 KVA UPSs with Material			1 Job		
Total						
18% GST (if applicable)						
15% SST (if applicable)						
Grand Total						

Total Amount Rupees (in words) _____

Stamp and 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 and Signature

10. General Conditions of Contract

THIS AGREEMENT is executed at KARACHI, on this day _____, 2023.

BETWEEN

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

AND

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

WHEREAS "IBA" intends to obtain a Supply of Uninterruptible Power Supply (UPS) vide tender # IT/07/24-25 (IBA requirement) up to the satisfaction and handing over the material(s) to the "IBA" having accepted the offer in a finished form complete in all respect.

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

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Supply of Uninterruptible Power Supply (UPS)". "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms and conditions herein below forth.

Article I:

DUTIES and SCOPE OF SUPPLY and SERVICES AND AGREEMENT

- 1.1 "THE SUPPLIER" agrees to Provide, Supply, Install & Commission Uninterruptible Power Supply (UPS) to "IBA" whenever and wherever form is required as per the terms and conditions of this Agreement.
- 1.2 "THE SUPPLIER" will coordinate their work with The Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Supply of Uninterruptible Power Supply (UPS).
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Road, Karachi as and when required with a prior appointment.
- 1.4 All logistic charges will be borne by "THE SUPPLIER".
- 1.5 Delivery time must be within 30 days from the date of the Purchase Order.

Article II

PAYMENT

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

**Article III
WARRANTY**

- 3.1 Comprehensive onsite OEM warranty.

**Article IV
REMUNERATION**

- 4.1 The cost offered by the SUPPLIER is Rs. _____ (inclusive of all taxes) Supply of Uninterruptible Power Supply (UPS) vide tender # IT/07/24-25 variation may occur. The cost is inclusive of labor /transportation/supplies/taxes/levies/custom duties etc.
- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed on payment as per the Work Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Supply of Uninterruptible Power Supply (UPS) to IBA.
- 4.3 Performance Security 5% of the total amount of the Work Order will be provided by "THE SUPPLIER".
- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc, if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

**Article V
ARBITRATION**

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

**Article VI
TERMINATION**

- 6.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15-day notice.

**Article VII
INDEMNITY**

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

Article VIII

NOTICE

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

Article IX:
SEVERABILITY

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

Article X
INTEGRITY PACT

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

Article XI
MISCELLANEOUS

- 11.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 11.2 The validity of the contract will be effective from the date of issue of the Purchase Order.
- 11.3 All terms and conditions of tender vide # IT/07/24-25 will be an integral part of this agreement.

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