

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

## **TENDER FORM**

### **Tender # IT/03/23-24 Provide, Supply and Install Maintenance Free Dry Batteries for UPS**

**Date of Issue : August 24, 2023**

**Last Date of Submission : September 8, 2023 (3:00 PM)**

**Date of Opening of Tender : September 8, 2023 (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, Karachi (IBA) invites sealed bids from active taxpayers of manufacturers/firms/companies/distributors/suppliers registered with relevant tax authorities for the following tender.

<b>Tender Title (Ref. No.)</b>	<b>Procedure</b>	<b>Bid Security</b>
Provide, Supply and Install Maintenance Free Dry Batteries for UPS (IT/03/23-24)	Single Stage One Envelope	2%
<b>Tender Fee and Dates</b>		
<p>► <i>Tender Document Fee:</i> Rs. 2,000/-</p> <p>► <i>Issuance start date:</i> August 24, 2023, at 9:00 AM</p> <p>► <i>Issuance end date and time:</i> September 8, 2023, at 3:00 PM</p> <p>► <i>Submission date and time:</i> August 24, 2023, to September 8, 2023, from 9 AM to 3 PM</p> <p>► <i>Opening date and time:</i> September 8, 2023 at 3:30 PM</p>		

Tender Documents may be collected after submission of the 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 the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi and will be opened on the same date and venue in the presence of the bidders' representatives who may wish to attend. In case of a holiday, the tender shall be opened/received on the next working day at the same place and time. Bid Security in the form of a Pay Order or Demand Draft has to be submitted in favour of "IBA Karachi" along with the Tender.

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

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

#### **REGISTRAR**

IBA, Main Campus, University Enclave, Karachi 75270

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

Contact Person Sr. Executive Procurement on 38104700 ext: 2152

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

SPPRA Website: <https://ppms.pprasinidh.gov.pk/PPMS/public/portal/notice-inviting-tender>

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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 and in the leading Newspapers on August 24, 2023, to "Provide, Supply and Install Maintenance Free Dry Batteries for 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 August 24, 2023, to September 8, 2023, 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:	<a href="mailto:tenders@iba.edu.pk">tenders@iba.edu.pk</a>

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Stamp and Signature

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

Separate envelopes clearly labelled for 'Original Document' and 'Bid Security' must be submitted on or before the last date to submit the tender documents. Tender Documents can be dropped in a Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 3:00 PM on September 8, 2023. **Tender Documents received by fax or email will not be accepted.**

**(g) Rights**

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

**(h) 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.

**(i) Clarification / Proof**

Please submit copies of certificates of registration with the Sales Tax and Income Tax departments. The manufacturer/firms/companies/distributors/suppliers should also provide copy(ies) of the certificate(s) etc. as proof of their claim.

**(j) Conditional / Optional / Alternate Bids**

Such bids will not be accepted.

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Stamp and Signature

### 3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Provide, Supply and Install Maintenance Free Dry Batteries for 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 in a sealed envelope is September 8, 2023, by 3:00 PM in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi. The Tender will be opened on the same day at 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 September 8, 2023, at 3:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Liquidity damages:** In the event of a delay in delivery at the supplier's fault, the supplier shall inform the Procurement Department before the expiry of such period giving justification for delay. However, the IBA reserves the right to take the following actions:
- 1) Evaluate the request for an extension in the delivery period as per its merit and may consider an extension in the delivery period or otherwise.
  - 2) May cancel the contract.
  - 3) Liquidated damages (if imposed) will be recovered at the rate of up to 2% per month and shall not exceed 10% of the total value of the contract.
- (i) **Deposit Receipt No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_
- Amount** (in words and figures): \_\_\_\_\_
- Pay Order / Demand Draft #:** \_\_\_\_\_, **Amount: Rs.** \_\_\_\_\_
- Drawn on Bank:** \_\_\_\_\_, **Dated:** \_\_\_\_\_

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 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 a period of 90 days from the closing date of the submission of the proposal. However, the Manufacturers/firms/companies/distributors/suppliers 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 Manufacturers/firms/companies/distributors/suppliers responding to this tender and parties to any contract executed pursuant to this tender shall submit to the exclusive jurisdiction of the Pakistani courts. The arbitration proceeding will be governed by the Arbitration Act, 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.

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Stamp and Signature



**h. Support Capabilities**

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

**i. Compliance with Specifications**

The manufacturer/firms/companies/distributors/suppliers shall provide information as per requirements given in BoQ. However, manufacturers/firms/companies/distributors/suppliers can submit multiple solutions. Manufacturers/firms/companies/distributors/suppliers may not propose/supply any kind of refurbished hardware equipment/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 30 days from LoA.

**o. Physical Inspection**

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

**p. Payment**

All payments will be made within 30 working days after the submission of the invoice and delivery of the material.

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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.**

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Stamp and Signature

## 6. Project Objective

Institute of Business Administration, Karachi (IBA) requires Maintenance-Free Batteries including installation for UPS. These batteries would be installed along with the currently installed batteries (Vision/Long or equivalent compatible).

## 7. Project Summary

The onsite comprehensive replacement warranty period of six months is mandatory which includes the replacement of the batteries without any additional cost within two working days after the intimation, starting from the date of supply of UPS Batteries.

## 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 last three years. Testimonial from the customer or can be confirmed by IBA, Karachi, through the contact detail provided	
2.	Last 3 years' turnover with a minimum of 5 million (per year) as 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	

**Note: Must provide supporting documentation for evaluation.**

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Stamp and Signature

**9. Bill of Quantity:**

Sr #	Description	Quoted Brand	Quoted Model	Qty	Rate	Amount
1.	<b>Maintenance Free Dry Battery</b> Technology: VRLA Type: Dry, Maintenance Free Volt: 12 V Capacity: 65 AH Use: UPS Charging time: 4 to 6 hours Shelf Life within 6 months Longevity / Design Life: At least five years Replacement warranty: Six Months Operating Temperature: 20 – 40 Degree Centigrade Brand: Vision / Long or Equivalent compatible			40 units		
2.	<b>Installation Charges of UPS Batteries</b>			1 Job		
<b>Total</b>						
<b>18% GST (if applicable)</b>						
<b>13% SST (if applicable)</b>						
<b>Grand Total</b>						

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 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 Maintenance Free Dry Batteries for UPS vide tender # IT/03/23-24 (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 Maintenance Free Dry Batteries for 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 and Install Maintenance Free Dry Batteries for 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 Maintenance Free Dry Batteries for 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 Maintenance Free Dry Batteries for UPS vide tender # IT/03/23-24 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 Maintenance Free Dry Batteries for 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/03/23-24 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.