

# Institute of Business Administration Karachi

Tender Form

For

Procurement of Dry, Maintenance free UPS Batteries

Date of issue : 14-11-2015  
Last date of submission : 01-12-2015

*Tender # IT/95/2015-16*



## **1. General Terms & Conditions**

### **a) Earnest money (Bid security)**

An earnest money (bid security), in the shape of a bank draft / pay order in the name of "Institute of Business Administration" Karachi, equivalent to 5% of the total cost of bid, should be submitted along with the tender documents.

### **b) Validity of the proposal**

All proposal and prices shall remain valid for a period of 90 days from the closing date of the submission of the proposal. However, the responding organization is encouraged to state a longer period of validity for the proposal.

### **c) Currency**

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

### **d) Sales Tax and other Taxes**

Organization (RO) is hereby informed that the IBA shall deduct tax at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered by any responding organization. The responding organization will be responsible for all taxes on transactions and / or income, which may be levied by the government. If responding organization is exempted from any specific taxes, then it is requested to provide the relevant documents with the proposal.

It is to be **noted** that IBA Karachi being an educational Institution is exempt from the whole of customs-duties (specified in the First Schedule to the Customs Act, 1969 (IV of 1969)), and the whole of sales tax on the goods imported in the name of IBA-Karachi. The Letter of Credit (LC) will however be opened by the vendor.

Prices must be quoted as per attached price sheet.

### **e) OEM Relationships & Warranties**

The responding organization (RO) should be an authorized business partner from the **ORIGINAL EQUIPMENT MANUFACTURER (OEM)**, for the proposed batteries, components in Pakistan. A certificate to their effect should be included in the proposal otherwise the bid is liable to be rejected.

The equipment should be supplied through verifiable distribution channel in Pakistan.

Comprehensive / Replacement Warranty of the require item(s) is three years (03) require.

### **f) 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.

### **g) Delivery of Equipment**

All batteries of the UPS will be delivered new, in packed condition directly to the location, as per the discretion of IBA. If all batteries delivered are not conforming to the specifications and bill of quantity, the batteries will not be accepted. The batteries will be installed only after inspection.

Delivery time must be of **Ten weeks** from the date of Purchase Order, in case of late delivery the vendor will charge 2% penalty per month up to 10% of the total contract value.



#### **h) Arbitration and governing law**

This tender and any contract executed pursuant to this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all responding organizations responding to this tender and parties to any contract executed pursuant to this tender shall submit to the exclusive jurisdiction of the Pakistani Courts. The arbitration proceeding will be governed by the Arbitration Act, 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

#### **i) Acceptance of Proposals**

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

#### **j) Support Capabilities**

The RO should indicate the support capabilities for all the batteries provided during the course of the above mention time period. Details of qualifications / capabilities of support staff should also be included in the corporate profile.

#### **k) Compliance to specifications**

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

Bidder **MUST** quote prices as per requirement mentioned in the attached in Annex C.

#### **l) Material**

Material of this order is subject to final inspection from Technical Team at the time of delivery.

#### **m) Cancellation**

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

#### **n) Payment**

**100%** of the total order would be paid on successful delivery, installation, commissioning and integration of the equipment subject to final acceptance by IBA, Karachi.

The supplier will submit the commercial invoice directly to the Finance Department of IBA, Karachi against which payment will be released after deduction of applicable taxes.

#### **n. a. Performance Security:**

Performance security, 10% of the contract value, in the form of pay order/demand draft or bank guarantee to be submitted at the time of award of contract. Validity of performance security shall extend at least ninety days beyond the date of completion of contract/warranty period of the goods.

#### **o) GST**

GST will be paid on applicable items only.



**p) Penalty**

Penalty at the rate of 2% per month of the total contract amount will be imposed on delayed delivery or work up to 10% of the total contract value.

**q) Increase in price**

No increase in the value of above mentioned items will be accepted on account of either unit price, total price, any or all other charges, duties, taxes, scope of supply and or any other head of account shall be allowed.

**r) Alteration**

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

**s) Invoice**

Invoice / bill should be submitted to Finance Department.

**t) Stamp duty**

Stamp duty will be paid by vendor.

**2. Instructions for Responding Organizations**

**a) Communication**

Any request for clarification regarding this tender document should be submitted in writing to:

Manager Procurement ICT

Institute of Business Administration,

IBA Main Campus, University Road,

Karachi

Phone : 111-422-422 Ext 2107

Fax : 021-9215528

**b) Submission of documents, mode of delivery and address**

Proposals can be delivered by hand or courier so as to reach the office of address given at section 2 (a) by the last date indicated for submission. **Proposals received by fax or email will not be accepted.**

**c) Submission of proposal**

The complete proposals should be submitted by 11:00AM hours on 01-12-2015 at the address given at section 2 (a). Single Stage single Envelope basis. Prices quote on C&F bases.

The RO shall deliver two copies of the bids which include IBA tender documents along with BOQ and Financials.



Format for submission of financial proposal is attached as **Annexure – C**.

**d) Date of opening of proposal**

Bid will be opened on 01-12-2015 at 11:30Am at IBA Main Campus ICT Procurement office in presence of representative bidders who may care to attend.

**e) Important**

- i. Separate envelopes clearly labeled for 'Original Proposal', 'Copy Proposal' and 'Earnest Money' must be submitted on or before last date to submit the tender documents.  
The bank draft for earnest money should be enclosed in a separate envelope, labeled as 'Earnest Money (Bid Security)', and which should be sealed. Proof of Sales Tax registration and NTN numbers should also be provided. (Please provide photocopies of relevant documents).
- ii. Competent authorities reserve the rights to accept or reject any quotation / tender without any reason thereof.
- iii. Last date for tender submission is 01-12-2015.
- iv. Supply will be on C&F basis to IBA Main Campus. IBA not liable to pay any Custom duty, GST or any other charges.
- v. Sample, if any, of the quoted item may be provided with the tender form duly stamped by the company.
- vi. Payment will be made after receipt of store.
- vii. Earnest money of 5% of total amount in the form of pay order / demand draft in favor of '**Institute of Business Administration Karachi**' should be submitted along with tender form in separate envelope.
- viii. If the delivery of the product is delayed beyond the date specified in the Purchase Order, a penalty equivalent to 2% of the total amount quoted would be charged per month up to 10% of the contract value. This clause will not be applicable in cases where RO provide back-up equipment as mentioned in clause (g).
- ix. Please submit copies of certificates of registration with Sales Tax and Income Tax departments.
- x. IBA reserves the right to change / alter quantity / quality / specifications etc., without assigning any reason thereof.
- xi. No escalation in cost / price will be accepted at any stage, after approval of the quoted amount and award of the Purchase Order.



- xii. The tender document will be accepted ONLY on the IBA's prescribed SBD available on IBA's Website.
- xiii. Complete Installation of the batteries with 3 Years Comprehensive / Replacement Onsite Warranty including batteries is required on free of cost.
- xiv. Bidder should also quote the extended warranty price for the fourth and fifth year (separately). However, IBA will not be bound to avail this service.
- xv. Any value added service bundled with the equipment / project, with no impact on project cost, shall be welcomed.

## **Annexure - A**

### **Technical Requirements (BOQ)**

Institute of Business Administration, Karachi (IBA) requires Supply of UPS batteries for its Emerson UPS. These batteries would be installed along with the current installed batteries (vision).

<b>Specification of UPS Batteries</b>		
<b>S.No</b>	<b>Description</b>	<b>Specification</b>
1	Technology	VRLA
2	Type	Dry, Maintenance free
3	Volt	12
4	Capacity	45AH, 65AH, 150AH, 180AH
5	Use	Emerson UPS
6	Charging time	4 to 6 hours
7	Manufacturing	China with the supervision of principal
8	Design life	At least five years
9	Replacement warranty	Three years
10	Operating Temperature	20 – 40 Degree Centigrade
11	Brand	Vision or Equivalent



**Required Battery ratings and Quantities.**

S/N	Battery Rating	Quantity
1	12 V-45AH	81
2	12 V-75 AH	3
3	12 V-65 AH	2
4	12 V-150AH	1
5	12 V- 180AH	2

1. The cost must include all batteries price, labor, installation, stamp duty (as applicable under Stamp Act 1989) including delivery charges.
2. Onsite comprehensive replacement Warranty period of 3 year is mandatory which includes replacement of the Batteries without any additional cost, starting from the date of Installation of UPS Batteries.

Contact Person (IBA) : **Manager IT**  
Institute of Business Administration,  
City Campus, University Road,  
Karachi

Tel # : 111-422-422 Ext 1133

Email : [smwzaidi@iba.edu.pk](mailto:smwzaidi@iba.edu.pk)



**Mandatory Criteria:**

**Only those vendors can apply in this tender who fulfill the mandatory criteria:**

1. Local/Global Affiliation with Manufacturer - in Pakistan.
2. Bidder must be registered with the Sales Tax & Income Tax department.
3. Bid must be accompanied by Manufacturer's authorization letter from principal.
4. Bidder must have its own maintenance & support team in Karachi.
5. Backup Inventory maintained by company at least those items mention in BOQ.
6. Delivery time within Eight weeks from the date of LOA.

**Bid Evaluation Criteria:**

7. The bids will be evaluated on the basis of lowest items rate keeping in view our required configuration and also fulfill mandatory criteria only.

**Eligibility Criteria**

S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
			Yes	No
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business / NTN.	Yes	No
2	Turn Over in last 3 Years	Audit Report / Tax Return	Yes	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates	Yes	No
4	Offices in minimum 03 major cities. office in Karachi is mandatory	Complete address along with PTCL landline numbers	Yes	No
4	The offered product must have been supplied / installed by the manufacturer in 03 countries including Pakistan	Certificates from Manufacturer	Yes	No
5	Company must provide a valid Manufacturer Authorization Certificate for Sale/Deal in Pakistan	Manufacturer Authorization Certificate	Yes	No
<i>Qualified / Disqualified</i>				





**Note**

1. \*Attachment of relevant evidence in each above requisite is mandatory. In case of non- provision of evidence in any of the requisite, the company will be straight away disqualified.
2. Attach Affidavit on Rs.100/- stamp paper from the owner of the company, stating that the "Firm" has never been blacklisted by any organization in the past".

**Annexure - B**

**Format for technical proposal**

Information required from Responding Organization	
<b>General information</b>	
Name of the firm	
Name of contact person	
Cell #	
Office address	
Office phone #	
Office fax #	
Year of establishment	
Main area of business	
GST reg #	
NTN	
Annual turnover	
Values of projects in hand	
<b>Details of staff employed</b>	



Managerial capabilities	
a) Total # of permanent staff	
b) Total # of contract staff	
Technical capabilities	
c) Total # of permanent staff	
d) Total # of contract staff	
Cumulative experience	
<b>Technical experience</b>	
No of years in business for similar assignments	
No and value of similar assignments completed in last 3 years	
Relationship with OEM	
Clients	
Technical staff expertise / skills	

\_\_\_\_\_  
Signature and seal  
of responding organization



**Annexure - C**

Pl see the attached file, kindly fills the price sheet and submits along with all supporting documents.

**IMPORTANT NOTE (Mandatory):**

Kindly quote the price as per attached Annexure-C

\_\_\_\_\_  
Signature and seal

of responding organization



## Annexure D

### MANUFACTURER'S AUTHORIZATION FORM (MAF)

No. \_\_\_\_\_ dated \_\_\_\_\_

To

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufactures of \_\_\_\_\_ having offices at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/S \_\_\_\_\_ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per the terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm.

Yours faithfully,

(Name) for and on behalf of M/s \_\_\_\_\_

(Name of manufacturers)

**Note:** This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.



Price Sheet

Annexure-C

1	2	3	4	5	6	7	8	9	10	11
Sr. No	Description	Qty	Brand Name	Country of Origin	Unit Price (including margins)	Income Tax on Import	Custom Duty at the time of Import / unit	Sales Tax input at the time of Import / unit	Freight and other expenses / unit	Total Final Price 3x(6+10)
	Price of the hardware/batteries	89								
	Pieces of the services (Free Of Cost)									
	Price of extended warranty of batteries after warranty time									

Vendor should mention the amount with rate of column 7, 8 & 9

Note : IBA Karachi is exempted from Custom Duties, Sales Tax, Import duties.

For any local items/services provide the cost as per rule.

IBA Karachi has a right to increase or decrease the quantity.

For Batteries types please review SKD

