



**BOARD OF INTERMEDIATE EDUCATION,
BAKHTIYARI YOUTH CENTER, NORTH NAZIMABAD,
KARACHI-74700**

Phones:

99260211
99260212
99260213

**STANDARD BIDDING DOCUMENTS
FOR
NATIONAL COMPETITIVE BIDDING
SINGLE STAGE – ONE ENVELOPE PROCEDURE
TENDER FOR PROCUREMENT OF
UPS (UN INTERRUPTED POWER SUPPLY)**

***IN RESPECT OF THE
BIEK/AG/L&N/ 669 /2020***

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)



**BOARD OF INTERMEDIATE EDUCATION,
BAKHTIYARI YOUTH CENTER, NORTH NAZIMABAD,
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**INSTRUCTIONS TO BIDDERS & GENERAL
CONDITIONS OF CONTRACT:**

The Instructions to Bidders (ITB) and General Conditions of Contract (GCC) applied in this Contract shall be the same as per Standard Bidding Documents for Goods, issued by SPPRA. For further references the same may be downloaded from SPPRA's website www.pprasinhd.gov.pk or it may be provided from this Office if it may be demanded by the bidder. Whenever there is a conflict, the provisions hereafter shall prevail over those in the Instructions to Bidders & General Conditions of Contract. The corresponding clause number of the ITB & GCC is indicated in parentheses.

BID DATA SHEET

INTRODUCTION		
ITB 1.1	Name of Contract	Procurement of UPS (Un Interrupted Power Supply).
ITB 4.1	Name of Procuring Agency	Board of Intermediate Education Karachi
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile numbers	Board of Intermediate Education, Bakhtiyari Youth Center North Nazimabad Tel: 99260211 99260212 99260213 Fax: 99260203 & 99260208
ITB 8.1	Language of the bid	English or Urdu

BID PRICE AND CURRENCY	
ITB 11.2	The price shall be in Pakistani currency inclusive of all Taxes, Transportation, Material and Labour charges involved therein.
ITB 11.5	During the entire period of bid validity, the price shall be fixed and the bidder will have to supply the required items as per specifications and quoted rates.



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PREPARATION AND SUBMISSION OF BIDS

ITB 13.3 (d)	Qualification Requirements	<ul style="list-style-type: none"> • 03 years experience in the relevant field (Client List) • Turn-over of at least last three years having a sum of minimum Rs.2 Million for one year in last 03 years (Copies of financial statements / Audit Report be attached. • Minimum 3 contracts of Rs.1 Million in last 3 years of similar goods / jobs • Registration with Federal Board of Revenue (FBR), for Income Tax, GST and Sales Tax in case of procurement of goods. • An Affidavit on Stamp Paper that the firm has never been Blacklisted
ITB 15.1	Amount of bid security (refundable)	3% (Three percent) of the bid price, which should be submitted in shape of Pay Order in the name of <i>Secretary</i> , Board of Intermediate Education Karachi and shall remain valid for a period of 28 days beyond the validity period for bid.
ITB 16.1	Bid Validity Period	90 days from the date of opening of Tender.
ITB 18.2 (a)	Address for bid submission	The office of the <i>Admin General Section</i> (Chairman's Secretariat), Ground Floor, Board of Intermediate Education, Karachi.
ITB 18.2 (b)	IFB title and number	<p style="text-align: center;">Title: Procurement of UPS (Un Interrupted Power Supply)</p> <p style="text-align: center;">IFB No: BIE/AG/L&N/ 669 /2020 Dated: 17-08-2020</p>
ITB 19.1	Deadline for bid submission	<u>Monday 7th September 2020 up to 3:30 p.m</u> Sealed bids duly filled-in, mentioning on top of the envelope "Procurement of Scanners."
ITB 22.1	Time, date, and place for bid opening	Bids duly stamped on each document must be submitted in the office of the <i>Admin General Section</i> (Chairman's Secretariat), Ground Floor, Board of Intermediate Education, Karachi, in a sealed cover on 07-09-2020 up to <u>3:30 P.M</u> and will be opened on the same day at <u>04:00 P.M</u> in the presence of bidders' representatives who wish to attend.
ITB 25.4 (b)	Delivery schedule	The delivery will have to be made at our site within stipulated time as mentioned in the Contract Award. Minimum time period will be at least one month after issuance of contract award which may be increased or decreased due to demand of time/situation.



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BID EVALUATION CRITERIA

Bids of only those Bidders will be evaluated who can fulfill the Eligibility Criteria and enclose Bid Security.

Shortcomings in submission of documents related to Eligibility Criteria or non-submission of Bid Security or specimen/samples shall be rejected.

Prior to submission of bids, the bidders may obtain further information and completely satisfy themselves about the required items for which they are bidding for.

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid.

The offered products should be prime quality products. Cheap products of low quality or substandard shall not be accepted and the said bid shall be treated as Irresponsive.

Inferior, low quality or substandard products will be rejected and Security Money shall be forfeited and the bidder may also be blacklisted.

The bidder with the “Lowest Evaluated Cost” but not necessarily the “Lowest Submitted Price” shall be awarded the Procurement 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)

1)	GCC 1.1 (g)	The Procuring agency is:	Board of Intermediate Education, Karachi.
2)	GCC 1.1 (h)	The Procuring agency's country is:	Islamic Republic of Pakistan.
3)	GCC 1.1 (j)	The Project Site is:	Same as GCC 1.1(g) mentioned above.

2. COUNTRY OF ORIGIN (GCC CLAUSE 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement”.



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3. PERFORMANCE SECURITY (GCC CLAUSE 7)

1)	GCC 7.1	The amount of performance security, as a percentage of the Contract Price, shall be Ten (10) percent of the Contract Price which should be submitted in shape of Pay Order in the name of <i>Secretary</i> , Board of Intermediate Education Karachi.
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4. RESOLUTION OF DISPUTES (GCC CLAUSE 28)

The dispute resolution mechanism to be applied pursuant to relevant SPPRA Rules.

5. GOVERNING LANGUAGE (GCC CLAUSE 29)

1)	GCC 29.1	The Governing Language shall be:	English.
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6. NOTICES (GCC CLAUSE 31)

GCC 31.1 — Procuring agency's address for notice purposes:

Office of the Admin General Section, (Chairman's Secretariat), Ground Floor, Board of Intermediate Education, Karachi.

7. PENALTY

- 1) Preferred penalties according to the issue\subject may be imposed upon the Supplier(s) such as:
 - i. rejection of the unsatisfactory Supplied material
 - ii. Blacklisting of the firm
 - iii. Liquidity Damages shall be applied as per SPPRA Rules.
 - iv. forfeiting of whole Security amount

Anyone or more than one from the aforesaid penalties may be imposed upon the Supplier(s) in the following cases:

- a) In case of transgression/deviation of the time given in the Contract Award
- b) In case of transgression, deviation, mistake or low quality found in the supplied Item(s)
- c) In case the specification, quantity, rate or stuff of a Tender in certain item or items are approved and the Bidder backs out of his commitment on any pretext or fails to supply the material or complete the job in time or in the required criteria.

8. SUBJECT TO RELEVANT SPPRA RULES, THE COMPETENT AUTHORITY RESERVES THE RIGHT TO:

- (a) divert/distribute a particular work among different Bidders on the lowest approved rate(s) in the interest of the office due to demand of time/situation.
- (b) accept or reject all or any bid.
- (c) increase or decrease quantity without any notice at any time/stage subject to ITB Clause 29.



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9. SPECIAL CLAUSE (TERMS & CONDITIONS)

- 1) Under following conditions bid will be rejected:-
 - i. Conditional and telegraphic bids/tenders
 - ii. Bids not accompanied by Bid Security of required amount and form
 - iii. Bids received after specified date and time
 - iv. Bids of Blacklisted firms
- 2) Bids of only those Bidders will be evaluated who can fulfill the Eligibility Criteria and enclose Bid Security.
- 3) Shortcomings in submission of documents related to Eligibility Criteria or non-submission of Bid Security shall be rejected.
- 4) Prior to submission of bids, the bidders may obtain further information and completely satisfy themselves about the required items for which they are bidding for.
- 5) An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid.
- 6) The offered products should be prime quality products. Cheap products of low quality or substandard shall not be accepted and the said bid shall be treated as Irresponsive.
- 7) Inferior, Low quality, Refurbished or substandard products will be rejected and Security Money shall be forfeited and the bidder may also be blacklisted.
- 8) The bidder with the “Lowest Evaluated Cost” but not necessarily the “Lowest Submitted Price” shall be awarded the Procurement Contract subject to compatibility/suitability of the item(s).
- 9) The bidder shall supply the article(s) as per approved specifications mentioned in the Contract Award. The article(s) not found in conformity with the approved specifications shall be rejected at the risk & cost of the bidder.
- 10) The Contract Award may be assigned at any time during the period of bid validity.
- 11) The successful bidder will have to deposit **Performance Security @ 10%** of the value of Contract Award which is refundable after Ninety days of the satisfactory completion of supplies.
- 12) The amount of Performance Security is in addition to the amount of Bid Security which should be deposited by the successful bidder(s). Bid Security shall remain valid for a period of 28 days beyond the validity period for bids, whereas Performance Security shall be released ninety days beyond the date of completion of contract to cover defects liability period subject to final acceptance by the procuring agency.



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- 13) Placement of Contract Award will be subject to payment of Performance Security.
- 14) The material shall be delivered to Storekeeper, through the concerned Officers as the case may be, against delivery challan in triplicate along with samples of material in duplicate. Two copies of the bills and challan shall be retained by the Storekeeper while the third copy shall be returned to the supplier for his own record.
- 15) The items should be supplied strictly in accordance with the approved samples.
- 16) The delivery will have to be made at our site within stipulated time as mentioned in the Contract Award. Minimum time period will be at least one month after issuance of contract award which may be increased or decreased due to demand of time/situation.
- 17) The Payment shall be subject to deduction of Income / Sales Tax at source, Satisfactory report of concerned officer, completion certificate and production of delivery challans as being delivered the stores in full quantity & quality.
- 18) SPPRA Rules-2010 (Amended 2017) shall strictly be followed.

10. EQUIVALENCY OF STANDARDS AND CODES

Reference to brand name, catalogue number or country where used, they should always be read with followed by the words “or at least equivalent.”

SECTION-IV.

SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS:

The delivery will have to be made at our site within stipulated time as mentioned in the Contract Award. Minimum time period will be at least one month after issuance of contract award which may be increased or decreased due to demand of time/situation.



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SECTION-V.
TECHNICAL SPECIFICATION & FINANCIAL PROPOSAL

Note: Items must be New Refurbished or Copy items will not be accepted.

S.No.	SPECIFICATION	QTY	RATES INCLUDING ALL GOVT. TAXES	TOTAL
1	<u>UPS (Un Interrupted Power Supply)</u> Online 5KVA with dry batteries	02	Rs.-----	
			GRAND TOTAL =	



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Tender No. BIE//AG/L&N/ 669 /2020 dated:17-08-2020

BILL OF QUANTITY

Procurement of UPS (Un Interrupted Power Supply)

Sr. No	Name of Article	Qty	Rate Per Scanner Taxes + GST	Amount
1	<u>UPS (Un Interrupted Power Supply)</u> Online 5KVA with dry batteries	02		



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	<i>Rupees In Words</i>	<i>Rupees In Figures</i>
Total cost of the Bid: (as offered by the Bidder)		
3% (three percent) amount of the Bid Price Bid Security (Refundable)		
10% (ten percent) amount of the Contract Price Performance Security (Refundable)		



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Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the company/firm/agency works;

M/s _____, the printer hereby declares that:

(a) Its intention not to obtain the procurement work of any Contract, right, interest, privilege, or other obligation or benefit from the Board of Intermediate Education Karachi or any administrative or financial offices thereof or any other department under the control of the Board of Intermediate Education Karachi through any corrupt practice(s).

(b) Without limiting the generality of the forgoing the company/firm/agency 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 Board of Intermediate Education Karachi 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 Board of Intermediate Education Karachi, except that which has been expressly declared pursuant hereto.

(c) The company/firm/agency/ accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the Board of Intermediate Education Karachi under any law, contract, or other instrument, be stand void at the discretion of the Board of Intermediate Education Karachi.

(d) Notwithstanding any right and remedies exercised by the Board of Intermediate Education Karachi in this regard, company/firm/agency agrees to indemnify the Board of Intermediate Education Karachi for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the Board of Intermediate Education Karachi in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/service provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the Board of Intermediate Education Karachi.

Note:

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

Stamp & Signature



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CONTRACT AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day _____, 2020

BETWEEN

M/s. Board of Intermediate Education, Karachi through its Secretary, at Board of Intermediate Education, Bakhtiyari Youth Center North Nazimabad, Karachi, hereinafter called and referred to as "BIEK" (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 assigns), through its proprietor _____, holding CNIC No. _____ on the SECOND PART.

WHEREAS "BIEK" intends to obtain Uninterrupted Power Supply. "THE SUPPLIER" has offered to provide said goods as per Technical Specification mentioned in bidding documents and handing over the goods to the "BIEK" having accepted the offer. "BIEK" hereby offer to appoint "THE SUPPLIER" as their official supplier for the supply of Uninterrupted Power Supply Items in respect with the Terms & Conditions of the Bidding documents. "THE SUPPLIER" hereby agrees to the offer of the "BIEK" in acceptance of the terms & conditions here in below forth.

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

ARTICLE –I
DUTIES & SCOPE OF SUPPLIES & AGREEMENT

1.1 Requirement mentioned in Tender BOQ.

Article No.	Name of Article	Quantity	Rate per Unit (Rs)	Total Amount (Rs)
	GRAND TOTAL			

1.2 "THE SUPPLIER" agrees to provide item to "BIEK" whenever and wherever form is required as per the terms & conditions of this Agreement.

1.3 "THE SUPPLIER" will coordinate with Superintendent, Procurement Wing, Administration General Section of the "BIEK" who will assist "SUPPLIER" in Supervision of proposed work / supply.

- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 All logistic charges will be borne by "THE SUPPLIER"

ARTICLE –II
SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SUPPLIER" hereby agrees and acknowledges for the periodic supervision of the work and to check the execution of work in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agrees and acknowledges the acceptance of attending the meetings with the Superintendent Admin General Section "BIEK" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to deliver goods within thirty (30) days after issuance of purchase order.

ARTICLE –III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. _____ /- (Rupees _____) (inclusive of all taxes) in connection with supply of Uninterrupted Power Supply vide tender # **BIEK/AG/L&N/ 669 /2020** variation may occurred. The cost is inclusive of labour/transportation/supplies/etc.
- 3.2 Liquidity damages as per SPPRA Rules.
- 3.3 Payment will be made after delivery and submission of invoice, Satisfactory report from concerned officer and completion of work certificate.
- 3.4 Performance Security 10% of total amount of work order should be submitted in shape of Pay Order / Bank Guarantee before signing of Contract Agreement.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es) Challan(s) / Levy(ies), If any, on additional will be paid / borne by the SUPPLIER as per SRO Notification.

Article IV:
ARBITRATION

- 4.1 In case of any dispute, difference or and 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 thereof shall be referred to the Chairman BIEK and CEO of the company / firm / agency 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, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article V:
TERMINATION

5.1 "BIEK" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.

Article VI:
INDEMNITY

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

Article VII:
NOTICE

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

Article VIII:
MISCELLANEOUS

- 8.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the BIEK or any administrative or financial offices thereof or any other department under the control of the BIEK through any corrupt practice(s).
- 8.2 Without limiting the generality of the forgoing the **M/s. _____, Karachi** 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 anyone within the BIEK 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 BIEK, except that which has been expressly declared pursuant hereto.
- 8.3 **M/s. _____, Karachi** accepts full responsibility and strict liability for making any false declaration / statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract / order obtained aforesaid shall without prejudice to any other right & remedies available to the BIEK under any law, contract, or other instrument, be stand void at the discretion of the BIEK.

- 8.4 Notwithstanding any right and remedies exercised by the BIEK in this regard, **M/s. _____, Karachi** agrees to indemnify BIEK for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to BIEK in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the **M/s. _____, Karachi** as aforesaid for the purpose of obtaining or inducing procurement / work / service or other obligation or benefit in whatsoever from the BIEK.

**ARTICLE –IX
MISCELLANEOUS**

- 9.1 Any addition & alteration (s) made for item(s) as required by BIEK on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately / extra on 'Quantum Merit' basis before & on final material handed over to the "BIEK". After FINALIZATION OF SAMPLE, if any alteration(s), arise charges will be paid on mutually agreed upon.
- 9.2 The terms & conditions of this AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 9.3 The validity of the contract will be effective from the date of issue of Purchase Order.
- 9.4 All terms and conditions of tender vide # BIE/AG/L&N/ 669 /2020 will be the integral part of this agreement and can't be revoked.

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

"BIEK"
NAME:
CNIC# _____
Address: _____

M/s. _____
NAME: _____
CNIC# _____
Address: _____

WTNESS:

1. _____

CNIC#
Address:

2. _____

CNIC#
Address:



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SUMMARY OF TURN-OVER OF LAST THREE YEARS		
YEAR-2018	YEAR-2019	YEAR-2020
TOTAL:		

C E R T I F I C A T E

I/We have carefully read & understood the Terms & Conditions whatever has been stated herein the enclosed pages and abide to the same. I/We guarantee to supply/deliver/install the items exactly in accordance with the requirements and enclosed the Bid Security payable to Board of Intermediate Education, Karachi.

SIGNATURE WITH DATE: _____

NAME OF FIRM: _____

ADDRESS OF FIRM: _____

FULL NAME OF CONCERNED PERSON: _____

CNIC NUMBER: _____

POSITION HELD IN: _____

PHONE NUMBER(S): _____

MOBILE NUMBER(S): _____

FAX NUMBER(S): _____

NATIONAL TAX NUMBER: _____

GENERAL SALES TAX NUMBER: _____

STAMP OF THE FIRM: _____

PAY ORDER NUMBER: _____

BANK & BRANCH NAME: _____

DATED: _____

FOR RUPEES: _____

DRAWN: _____

as Bid Security is enclosed herewith.