

BIDDING DOCUMENTS

REPLACEMENT OF UPS BATTERIES



**Overseas Pakistanis Foundation
Ministry of Overseas Pakistanis & HRD**

5th April, 2024

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INVITATION FOR BIDS

Dated: 5th April, 2024

1. Overseas Pakistanis Foundation (OPF) is working for the welfare of Overseas Pakistanis working abroad and their families living in Pakistan, under the administrative control of Ministry of Overseas Pakistanis & HRD, Government of Pakistan.
2. OPF invites sealed quotations from well reputed Income Tax/GST (Registered) firms for replacement of batteries of UPS installed in OPF server room.
3. Bidding shall be conducted through Open Competitive Bidding (**Single Stage-One Envelope**), and is open to all eligible bidders as defined in the bidding documents.
4. Bidders are directed to submit their bids in accordance with the instructions given in the bidding documents and must comply with the Terms & Conditions.
5. Sealed Bids must be delivered to the office of the Director (Administration), Overseas Pakistanis Foundation Head Office, Sector G-5/2, Islamabad **till 1100 hours latest by 23rd April, 2024** and must be accompanied by a Bid Security amounting to Rs. 25,000/- in form of CDR, Pay Order, Demand Draft, in favour of Overseas Pakistanis Foundation, Islamabad.
6. Bids will be opened in the presence of bidders' representatives who choose to attend at **1200 hours** on the same date.
7. The bidders are required to give their best and final prices as no negotiations are allowed.
8. Taxes will be deducted as per applicable government rules. NTN, Sales Tax registration certificates must be provided.
9. For obtaining any further information or clarifications, please contact in the office of the undersigned.

Director (Administration)
Overseas Pakistanis Foundation, Head Office,
Shahrah-e-Jamhuriat, Sector G-5/2, Islamabad
051-9048217-18, 9048412

INSTRUCTIONS TO BIDDERS (ITB)

Eligibility of Bidders & Cost of Bidding

1. Eligible Bidders

- 1.1 This Invitation for Bids is open for well reputed Income Tax / GST registered firms and IT services providers.
- 1.2 Bidders shall not be under a declaration of blacklisting by any Government / Semi-government department or Public Procurement Regulatory Authority (PPRA).

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid. Overseas Pakistanis Foundation will not be liable for those costs, regardless of the conduct or outcome of the bidding process.

Bidding Documents

3. Content of Bidding Documents

- 3.1 The services required, bidding procedures, and terms & conditions are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include: -
 - a. Instructions to Bidders (ITB).
 - b. Schedule of Requirements.
 - c. Bid Submission Form.
 - d. Prices Schedule.
 - e. Terms & Conditions of Contract.
 - f. Annexures
- 3.2 Bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Director (Admin), OPF Head Office, Islamabad in writing or by email. OPF will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids.

5. Amendment in Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, OPF may modify the bidding documents by amendment.
- 5.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, OPF, at its discretion, may extend the deadline for the submission of bids.

Preparation and Submission of Bids

6. Language of Bid

- 6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and OPF shall be written in English or Urdu. Supporting documents and printed literature furnished by the Bidder may be in the same language.

7. Preparation & Submission of Bids

- 7.1 Bidders shall submit a bid comprising a single sealed package containing, separately, 'Financial Proposal' and 'Technical Proposal' (if any). Name of the firm and subject of procurement should clearly be mentioned on the envelope.

8. Documents to be provided

- 8.1 The bidders are required to attach the following documents with the bid: -
 - a. Proof of firm's active Income Tax and Sales Tax Registration status.
 - b. Declaration from the bidder on Stamp Paper that it has not been black listed by any government / semi-government department from participating in the bidding process.
 - c. Accounts Statement of firm's business account for the period from October, 2023 to March, 2024 having total turnover of at least 1.5 million.
 - d. Bid Submission Form as per format set in these bidding documents, **printed on the letterhead** of the firm, duly filled in by the bidder alongwith authorized signatures and seal of the firm.
 - e. Prices Schedule of all the quoted items / categories as per format set in these bidding documents, **printed on the letterhead** of the firm, duly filled in by the bidder alongwith authorized signatures and seal of the firm.
 - f. Bid Security of fixed amount specified in the Schedule of Requirements for in shape of Pay Order / Bank Draft in favour of Overseas Pakistanis Foundation (OPF), Islamabad.

9. Bid Security

- 9.1 The Bid Security is required to protect OPF against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 9.5.
- 9.2 The bid security should be valid for at least thirty (30) days beyond the validity of bid.
- 9.3 Bid Security of unsuccessful bidders' will be discharged or returned as promptly as possible after the announcement of Bid Evaluation Report (Final).
- 9.4 The successful Bidder's bid security will be retained and discharged after the final payment of the procurement.
- 9.5 The bid security may be forfeited:
 - a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in its bid; or
 - b. In case of a successful Bidder, if the Bidder fails to complete the work / provide the goods on the quoted rates.

10. Deadline for Submission of Bids

- 10.1 Bids must be received at the office of the Director (Administration), OPF Head Office, Islamabad till **1100 hours latest by 23rd April, 2024 (Tuesday)**.
- 10.2 OPF may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5.3.
- 10.3 Any bid received after the deadline for submission of bids pursuant to the above clause will be rejected and returned unopened to the Bidder.

11. Modification and Withdrawal of Bids

- 11.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by OPF prior to the deadline prescribed for submission of bids.
- 11.2 No bid may be modified after the deadline for submission of bids.
- 11.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 9.5.

12. Bid Currencies

- 12.1 Prices shall be quoted in **Pak Rupees**.

13. Period of Validity of Bids

- 13.1 Bids shall remain valid for a period of 60 days after the date of bid opening. A bid valid for a shorter period shall be rejected by OPF as non-responsive.

- 13.2 In exceptional circumstances, OPF may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

Opening and Evaluation of Bids

14. Opening of the Bids

- 14.1 Bids received within the prescribed deadline will be opened in the presence of bidders' representatives who choose to attend, at 1200 hours on the day of deadline for submission of bids.

15. Evaluation of Bids

- 15.1 Initially, OPF will examine the documents submitted by the bidders in accordance with the ITB Clause 8, and to determine the completeness and substantive responsiveness of each document submitted.
- 15.2 OPF shall notify Bidders who have been rejected on the grounds of incomplete documents.
- 15.3 Subsequently, it would be evaluated that the specifications of items quoted by the bidders are according to the requirements of OPF Specified in the Schedule of Requirements. If the specifications of the quoted items are not according to the requirements, the bid would be rejected.
- 15.4 OPF will further evaluate the Financial Proposals of substantially responsive bids and whose quoted specifications are according to requirements.
- 15.5 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 15.6 At any time during the evaluation of the bids, OPF may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response thereto shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 15.7 The bid found substantially responsive, meeting the specifications / requirements of OPF as well as lowest in cost shall be declared the most advantageous bid and selected for award of Purchase Order.

16. Bid Evaluation Report

- 16.1 As per Rule 35 of Public Procurement Rules, 2004, Bid Evaluation Report will be announced at least 15 days prior to the award of purchase order to the successful bidder(s).

17. Redressal of Grievances

- 17.1 In accordance with PPRA rule 35, any bidder feeling aggrieved by any act of OPF in procurement process, may lodge a written complaint to committee constituted by OPF for this purpose, concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.

Award of Work / Purchase Order

18. Award Criteria

- 18.1 OPF will award the purchase order to the successful Bidder as defined in ITB Clause 15.7. OPF will award the purchase order prior to the expiration of the period of bid validity.

19. Right to Vary Quantities at the Time of Award

- 19.1 OPF reserves the right to increase or decrease the quantity of items / services or duration of the contract originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

20. Right to Accept or Reject All Bids

- 20.1 OPF reserves the right to reject all bids, and to annul the bidding process at any time prior to the award of purchase/work order, without assigning any reason.

21. Corrupt or Fraudulent Practices

- 21.1 OPF requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:
- a. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - b. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of OPF.
 - c. "collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive OPF of the benefits of free and open competition;

- 21.2 OPF will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

SCHEDULE OF REQUIREMENTS

Overseas Pakistanis Foundation requires bids / offers from bidders for procurement of Batteries for UPS installed in server room of OPF Head Office, Islamabad: -

Sr. #	Particulars	Specifications	Qty.
1	UPS Batteries (With installation)	APC Smart online RT-6000 with 05 Additional Battery Banks 05 Ampere Batteries	The bidder would visit and check the battery banks and quote the quantity accordingly.
<p>Note:</p> <ul style="list-style-type: none"> • Delivery and Installation of Batteries will be required at Server Room, 3rd Floor, OPF Head Office, Islamabad. • Bid Security amounting Rs. 25,000/- is to be submitted with the bid. 			

PRICES SCHEDULES

Sr. #	Name of Items	Specifications	Qty.	Unit Price	Total Price
1	UPS Batteries (Provision and Installation)	APC Smart online RT-6000 with 05 Additional Battery Banks 05 Ampere Batteries Brand / Model: _____			
Grand Total (For all items)					

We, the bidder, M/s _____ declare: -

- i. That the above quoted prices are inclusive of all taxes, carriage & handling charges and installation & labour.
- ii. That our bid would remain valid for a period for 60 days from the date of bid opening.
- iii. That we shall complete delivery / installation of all the quoted items within a period of _____ days / weeks.
- iv. That we have attached the bid security amounting to Rs. _____ in shape of P.O/D.D/B.D etc. in favour of Overseas Pakistanis Foundation.

Authorized Signatures

Seal of the Firm

CONDITIONS OF CONTRACT

The Procurement Contract [hereinafter called the "Contract"] shall come into force with award of Purchase Order / Work Order to the successful bidder, hereinafter called the "Contractor", for replacement of UPS batteries. The following conditions shall apply to the contract awarded to the bidders.

1. Specifications / Standards

1.1 The goods supplied / delivered under this *Contract* shall conform to the specifications and standards mentioned in the 'Schedule of Requirements' as well as in the bid submitted by the *Contractor*.

2. Bid Security

2.1 The bid security submitted by the *Contractor* alongwith its bid will be discharged by OPF and returned to the Contractor(s) after final payment of the *Contract* to the *Contractor*. The *Contractor* will have to submit written request for release of bid security.

3. Taxes/Duties

3.1 The *Contractor* shall be entirely responsible for all taxes, duties, Carriage & Handling expenses etc., incurred until delivery of the contracted Goods to the respective premises. No extra payment on account of taxes/duties shall be paid except the quoted amount.

4. Prices

4.1 Prices charged by the *Contractor* for goods delivered and services performed shall not vary from the prices quoted by the *Contractor* in its bid.

5. Warranty

5.1 The *Contractor* warrants that the goods supplied under this contract are new and unused. The *Contractor* shall be bound to replace if any manufacturing / material / workmanship defect found in the goods.

6. Delay in delivery

6.1 The contracted goods shall be delivered at the specified place in accordance with the time schedule allowed to the Contractor in accordance with the terms specified in the Schedule of Requirements.

6.2 If at any time during performance of the *Contract*, the *Contractor* encounters conditions impeding timely completion of the delivery, the *Contractor* shall promptly notify OPF in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the *Contractor's* notice, OPF shall evaluate the situation and may at its discretion extend the *Contractor's* time for delivery.

7. Liquidated damage

- 7.1 In case of completion of delivery / installation beyond the specified schedule, OPF reserves the right to impose a penalty upto 10% of the total amount as per following details, unless prior waiver is obtained from OPF by the *Contractor* explaining the circumstances beyond its control:

1 st Week	0.50%
2 nd Week	1.00%
4 th Week	2.00%
6 th Week	3.00%
8 th Week	4.00%
10 th Week	5.00%
12 th Week	6.00%
14 th Week	7.00%
16 th Week	8.00%
18 th Week	9.00%
20 th Week	10.00%

8. Arbitration

- 8.2 In case of a dispute in the *Contract* which could not be resolved amicably, case will be put up to the Managing Director, OPF for arbitration / final decision