



INTER STATE GAS SYSTEMS (PVT) LTD.

Tender No. ISGS/Proc/TE-IT-15/2016

INVITATION TO BID

**TRADE-IN OF OLD UPS WITH SUPPLY, INSTALLATION & COMMISSIONING OF
NEW SINGLE PHASE 16 KVA MODULAR BASED UPS**

Inter State Gas Systems (Pvt.) Limited (ISGS) was incorporated in 1996 to handle the projects for import of natural gas in order to meet growing energy deficit in the country. The Company has been mandated by the Government of Pakistan to develop natural gas import projects, and to serve as an interface between the Government and other national and international agencies for the import and storage of natural gas in Pakistan.

2. ISGS invites sealed bids from reputable authorized firms, registered with Income Tax and Sales Tax Departments for trade-in of old UPS with supply, installation and commissioning of new Single Phase 16 KVA Modular Based UPS at the office of ISGS.

3. Bidding documents, which contain detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids, performance guarantee etc. are available for the interested bidders to be downloaded from the website of ISGS (www.isgs.pk) till 16th November, 2016. Prospective Bidders may request a clarification on any aspect of this RFP till 17th November, 2016. Price of the bidding documents is Rs. 2,000/- (Rupees Two Thousand Only) which is non-refundable. The bidders shall be required to submit the tender documents fee (Rs. 2,000/-) in the form of a Pay Order or Demand Draft, issued by a scheduled bank, in the name of Inter State Gas Systems (Pvt.) Ltd. at the time of Bid submission. The bids of the bidders failing to submit the required tender documents fee shall be rejected.

4. The bids, prepared in accordance with the instructions in the bidding documents, must reach at the following address on or before 22nd November, 2016 at 1500 Hrs. Bids will be opened on the same day at 1530 Hrs. In case the day of bid submission and opening falls on a public holiday, next working day shall be considered as the deadline for the same. This advertisement notice is also available on PPRA website at www.ppra.org.pk.

Chief Manager (Procurement)
Inter State Gas Systems (Pvt.) Ltd.
Petroleum House, 8th Floor, Ataturk Avenue, G-5/2, Islamabad.
Phone No. 051-9217667-9
Email : isgs.procurement@isgs.pk

Tender Document

Trade-In Of Old UPS With Supply, Installation & Commissioning of New Single Phase 16 KVA Modular Based UPS

Bid Submission

ISGS Head Office

Date: 22nd November, 2016 (1500 Hrs)

Bid Opening

Venue: ISGS Head Office

Date: 22nd November, 2016 (1530 Hrs)



Inter State Gas Systems(Pvt.)Limited

Petroleum House, 8th Floor, Ataturk Avenue, G-5/2, Islamabad

Tel: 051-9217667- 9

Fax: 051-9217671

Website: www.isgs.pk

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1. DEFINITIONS

In these Tender documents, unless there is anything repugnant in the subject or context:

- 1.1 “Annexure” means any of the performa/template defined in this Tender Document.
- 1.2 “Bidder” means any legal entity including any partnership, firm, company or corporation that has submitted a proposal to ISGS in accordance with this Tender.
- 1.3 “Contract” means an agreement signed between the successful bidder and ISGS.
- 1.4 “Bid Security” means a deposit made by the bidder in favor of ISGS through Pay Order or Bank Draft, showing the seller's good faith in the Tender.
- 1.5 “ISGS” means Inter State Gas Systems (Pvt.) Limited. The terms ISGS, purchaser, client & company are used interchangeably.
- 1.6 “Project” means trade-in of old UPS with supply, installation & commissioning of new single phase 16 KVA modular based UPS at ISGS office.
- 1.7 “Tender” means this request for proposal document in respect of the Project, and as may be amended or modified in accordance with the terms hereof.
- 1.8 “Total Contract Value” means the total amount to be paid to the Successful Bidder for provision of supply/services under the Project as per the Contract awarded by ISGS.
- 1.9 “Successful Bidder” means the Bidder(s) selected for the award of Tender based on selection criteria.
- 1.10 “Tender Committee” means a committee constituted by the Management of ISGS with the approval of competent authority to deal with the Tender.
- 1.11 “Total Bid Value” means total quoted amount by the Bidder in pursuant to this Tender.

2. INTRODUCTION OF THE COMPANY

ISGS was incorporated in 1996 as a private limited company under the Companies Ordinance 1984. In order to meet the growing energy deficit in the country, the Government of Pakistan (GOP), besides encouraging local exploration and production, plans to import natural gas from across its borders from other countries. ISGS has been mandated by the GOP to develop natural gas import projects, and to serve as an interface between GOP and other national and international agencies for the import and storage of natural gas in Pakistan.

3. INVITATION TO BID

ISGS invites sealed bids from well reputed, experienced, authorised and NTN & GST registered companies for trade-in of 02 x old UPS currently installed at ISGS office (Make APC, Model SUVT10KH2B2S) with supply, installation & commissioning of new single phase 16 KVA modular based UPS as per the requirements of ISGS.

4. SPECIFICATIONS & SCOPE OF WORK UNDER THE TENDER

Specifications of equipment are provided at Annexure-VII whereas Scope of Work under the Tender shall be as per clause 2 “Scope of Work” of Annex-II: Draft Contract.

5. INSTRUCTIONS TO BIDDERS

The objective of “instructions to bidders” is to provide bidders the information to submit their bids in response to this Tender, according to the requirements defined in this Tender document and in the same order/sequence as set forth in this document. Bidders must follow the following requirements for their proposals/bids:

- 5.1 Price of the bidding documents is Rs. 2,000/- (Rupees Two Thousand Only) which is non-refundable. The bidders shall be required to submit the tender documents fee (Rs. 2,000/-) in the

- form of a Pay Order or Demand Draft, issued by a scheduled bank, in the name of Inter State Gas Systems (Pvt.) Ltd. at the time of Bid submission. The bids of the bidders failing to submit the required tender documents fee shall be rejected.
- 5.2 Bidders downloading the tender documents from ISGS website (www.isgs.pk) shall send an acknowledgement to ISGS. The acknowledgement shall have full contact details of its contact person. Any communication/response to the clarifications shall be shared with such provided contact person. ISGS assumes no liability for non-receipt of communication/clarifications for such bidders who do not share the required contact details.
 - 5.3 Bid Security amounting to five per-cent of the quoted total amount shall be submitted in the form of Bank Draft or Pay Order in favour of ISGS. The bid security shall be enclosed in the bid envelope. No Bid shall be entertained without bid security.
 - 5.4 For this Tender, the procedure narrated in Rule 36(a) of Public Procurement Rules, 2004 (“PPR 2004”) “Single Stage – One Envelope Procedure” for open competitive bidding shall be followed.
 - 5.5 Bidders are required to submit their bids in a single package. The envelop shall be clearly marked as **“Bid Proposal for Trade-In of Old UPS with Supply, Installation & Commissioning of New Single Phase 16 KVA Modular Based UPS”** in bold and legible letters. The envelopes shall be labelled with the name, address and contact number of the Bidder.
 - 5.6 Bidders shall provide the documents as mentioned in [Annex-III “Mandatory Requirements For Bidders’ To Qualify”](#). Any short coming in the said requirements shall render the Bidder disqualified.
 - 5.7 Bidders are required to state, in their bids, the name, title, fax number and email address of the bidder’s authorized representative through whom all communication shall be directed until the process has been completed or terminated.
 - 5.8 The Bidders shall bear all costs/expenses associated with the preparation and submission of the bids and ISGS shall in no case be responsible/liable for those costs/expenses.
 - 5.9 Each bidder shall submit only one bid, multiple bid submissions shall render the bidder disqualified.
 - 5.10 ISGS may, at any time prior to the deadline for submission of the Tender, on its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender documents, on any account, for any reason. All amendment(s) shall be part of the Tender document(s) and binding on the Bidder(s). ISGS shall notify the amendment(s) in writing within reasonable time prior to the Bid submission date.
 - 5.11 ISGS may, at its exclusive discretion extend the deadline for the submission of the Tender in which case all rights and obligations of the ISGS and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
 - 5.12 ISGS may, at its exclusive discretion, terminate this Tender at any stage of tendering process without incurring any liability whatsoever and without assigning any reason or having to owe any explanation whatsoever.
 - 5.13 Bidders are required to submit their bids in PAK Rupees (PKR) inclusive of all kind of taxes, duties, charges/levies applicable in Pakistan
 - 5.14 The bid validity period will be ninety (120) days, starting from the date of opening of the bids. Within the original validity of the bids, ISGS may request the Bidders to extend their bid validity for another period not exceeding the original bid validity. The bidders who choose not to extend their bid validity as desired by ISGS would be required to withdraw their bids and their Bid Security shall be returned to them.
 - 5.15 In case of extension of Bid validity, the Bidders shall also extend validity of their Bid Securities for corresponding period of time.
 - 5.16 The Successful Bidder will be required to furnish a “Performance Security” for an amount equivalent to 10% of total contract value, in the form of a Pay Order/Demand Draft, issued by a

scheduled bank operating in Pakistan acceptable to ISGS within fifteen working days from the receipt of notice of “Successful Bidder”. If the bidder fails to deposit Performance Security within the time stated above, ISGS retains the right to cancel the Contract and the bid security shall be forfeited.

- 5.17 The retained amount on account of Performance Security shall be returned to Successful Bidder upon successful completion of contract period, or if terminated earlier, in accordance with the clauses of the contract signed between ISGS and Successful Bidder (Annex-II).
- 5.18 The language of the bids shall be English. Any printed literature furnished by the Bidder(s) in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 5.19 The Bidder(s) may, by written notice served on the ISGS, modify or withdraw the Tender after submission, but prior to the deadline for submission of the Tender. The Bid(s), withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.
- 5.20 The Bid(s) shall be rejected if it is:
 - a. Tender Documents Fee or Bid Security is not submitted as per the requirements; or
 - b. Substantially non-responsive; or
 - c. Submitted in other than prescribed manner, forms, annexes, or documents as specified herein; or
 - d. Incomplete, un-sealed, un-signed, partial, conditional, alternative, late; or
 - e. Bidder(s) has conflict of interest with the ISGS; or
 - f. Bidder(s) engages in corrupt or fraudulent practices during the whole process; or
 - g. There is any discrepancy between bidding documents and bidder’s proposal, i.e., any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 5.21 Bids are to be submitted at Procurement Department on or before, 22nd November, 2016 at 1500 Hrs. Any bid received by ISGS after the deadline for submission of bids shall be returned unopened to such bidder. Delays in the mail/courier, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder’s responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail / courier.
- 5.22 Bids will be opened on same day at 1530 Hrs. In case the day of bid submission and opening falls on a public holiday, next working day shall be considered as the deadline for the same.

6. SELECTION PROCEDURE

- 6.1 Single stage- one envelope procedure will be followed for the selection of successful bidder for the award of this Tender.
- 6.2 The envelope shall be opened at the specified time and place in presence of the authorised representatives of the bidders who chose to attend.
- 6.3 The bidders shall provide duly completed/filled in Annex-III “Mandatory Requirements For Bidders’ To Qualify”, along with supporting documents as provided therein. The Tender Committee shall evaluate the bids according to the Annex-III “Mandatory Requirements For Bidders’ To Qualify” and reject any proposal which does not conform to the specified requirements and finally concluded as “non-responsive”.
- 6.4 ISGS’s intent in issuing this Tender document is to award a Contract on the basis of least cost method to a bidder that meets specifications/requirements as laid out in Tender document and who fulfils all mandatory requirements mentioned in Annex-III “Mandatory Requirements For Bidders’ To Qualify” and General or Special Conditions of Tender. If any of the requirements agreed under this Tender is not met by the Successful Bidder at the time of award/performance, the bid will be considered as non-responsive, and the bid of the next Bidder will be considered after forfeiting the Bid/Performance Security of the disqualified bidder.

- 6.5 In case of a tie between the qualified bidders for quoting least cost, the bid of the bidder scoring more points in Annexure III “Mandatory Requirements for Bidders to Qualify” shall be considered.
- 6.6 Successful bidder shall have to sign a Contract with ISGS for this Tender as per Draft Contract format at Annex-II.

7. TERMS OF PAYMENT

Terms of payment for the Project shall be as per clause 24 “Price and Payment” of Annex-II: Draft Contract.

8. GENERAL OR SPECIAL CONDITIONS OF TENDER

Following terms & conditions shall apply to this Tender:

- 8.1 This Tender is for Trade-In offer whereby the bidders are required to take in 02 x old UPS currently installed at ISGS premises and in its place shall supply, install & commission new single phase 16 kva modular based UPS. The bidders shall quote the offer price for old UPS and price of new UPS separately. ISGS shall consider the difference of prices of old & new UPS to determine the successful bidder. The same shall be considered as Contract Price and paid to the Successful Bidder on completion of supply/services under the Contract.
- 8.2 The old UPS installed at ISGS office is on “As Is Where Is” basis. Bidders must visit the office and thoroughly inspect the old UPS and satisfy themselves of its specifications and condition before bidding.
- 8.3 Each bidder must submit a trade-in offer i.e. taking in of old UPS and supply, installation and commissioning of new UPS in its place. Partial offers i.e. only for taking in of old UPS or only of supply, installation and commissioning of new UPS shall not be entertained and such bids shall be rejected.
- 8.4 The Successful Bidder shall be responsible to dismantle and remove the old UPS from ISGS premises on its own cost and resources. The old UPS shall be removed by the Successful bidder only after successful supply, installation and commissioning of new UPS.
- 8.5 The decisions of the Tender Committee will be binding on all bidders.
- 8.6 ISGS is not bound to accept any Proposal in this regard and reserves the right to annul the bidding process and reject all proposals without assigning any reason or having to owe any explanation whatsoever.
- 8.7 During the examination, evaluation and comparison of the bids, ISGS at its sole discretion may ask any bidder for clarifications of its bid.
- 8.8 The request for clarification and the response shall be in writing/email. However, no change in the price or substance of the bid shall be sought, offered or permitted after bid submission.
- 8.9 The amount submitted as Bid Security shall be refunded to the unsuccessful bidders after the award of said Tender and submission of Performance Security by the Successful Bidder. Whereas the Bid Security of the successful bidder shall be returned after submission of Performance Security amount.
- 8.10 If there is a discrepancy between the words and figures, the amount in words shall prevail. If there is a mistake in addition/ totalling, that shall be corrected. If the bidder does not accept the corrected amount of bid, his bid shall be rejected and his Bid Security shall be forfeited.
- 8.11 For this Tender all updates/changes shall be communicated through the same means as this tender notification.

- 8.12 In case of any dispute between ISGS and Successful Bidder regarding any matter arising after the award of the Contract, the parties shall amicably resolve the dispute, through good faith negotiations. In case of no resolution of the dispute by the authorized representatives, the matter shall be referred to the management of ISGS who shall resolve the dispute and its decision shall be final and binding.
- 8.13 Bids submitted via email or fax shall not be entertained.
- 8.14 Bidders indemnify ISGS against all third party claims of infringement of patent trade mark, industrial design rights and intellectual property rights arising out of or from use of the goods / services of any part thereof in Pakistan.

9. CLARIFICATIONS

Queries of the Bidders, if any, for seeking clarification regarding the Tender must be received in writing on the following address as per the timelines provided in these Tender Documents. Any query received after above mentioned timeline shall not be entertained. All queries shall be responded within due time. ISGS may host a question & answer session, if required, at ISGS premises. All Bidders shall be informed of the date and time in advance.

Chief Manager Procurement
Inter State Gas Systems,
Petroleum House, 8th Floor, Ataturk Avenue,
G-5/2, Islamabad.
Phone No. 051-9217667-9
E-mail: isgs.procurement@isgs.pk

ANNEX-I: FORM OF BID

The Chairman Procurement Committee
Inter State Gas Systems (Pvt. Ltd.),
Petroleum House, 8th Floor,
Ataturk Avenue, G-5/2, Islamabad.
Phone No. 051-9217667-9

Sir

Reference your advertisement dated _____ for Trade-In of old UPS with supply, installation & commissioning of new Single Phase 16 KVA Modular based UPS at ISGS office.

1. We, hereby submit our complete proposal along with all the requirements as per the Tender document. We acknowledge that ISGS is not bound to accept any Proposal in this regard and reserve the right to accept or reject any offer and to annul the bidding process and reject all proposals without assigning any reason or having to owe any explanation whatsoever.
2. The decision of Tender Committee shall be final and the Tender Committee will not be liable for any loss or damage to any party acting in reliance thereon.
3. If our Bid is accepted and we are declared successful Bidder, we will, at our own expense, obtain a Performance Guarantee from a Scheduled Bank approved by ISGS for the due performance of the Tender.
4. We agree to abide by this Tender for a period of one hundred and twenty (120) days from the tender opening date or any extension thereto granted and it shall remain binding upon us and can be accepted at any time before the expiration of this period.
5. We submit herewith our Bid as one original.
6. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the Bid. In case any information is found wrong, misleading or misstated in this Bid, the same may lead to rejection of our bid and our disqualification.
7. We declare that our Bid is our only and final offer and no unsolicited offer of any description shall be made for consideration of the ISGS.

We remain,

Yours' sincerely

Authorized Signature:

Name and Title of Signatory:

Name & Address of Firm:



ANNEX-II: DRAFT CONTRACT AGREEMENT

**Trade-In Of Old UPS with Supply, Installation &
Commissioning of New Single Phase 16 KVA Modular Based
UPS at ISGS office**

Between

Inter State Gas Systems (Private) Limited

And

[_____]

_____ **2016**

(Contract No: ISGS/Proc/CA-IT-15/2016)

[On stamp paper of Rs. 100]

This Contract is made as of the ____ of ____ [month], _____ 2016

By and Between

Inter State Gas Systems Private Limited, a company incorporated under the Companies Ordinance, 1984, having its registered office at Petroleum House, 8th Floor, Ataturk Avenue, G-5/2, Islamabad. (hereinafter referred to the "**Purchaser**"), which expression shall where context so permits be deemed to include its successors-in-interests and assigns of the one part;

and

[Full legal name of Successful Bidder], a [Legal status of Successful Bidder] incorporated under the laws of Pakistan having its registered office at [registered address of Successful Bidder] (hereinafter referred to as "**Vendor**") which expression shall where the context so permits be deemed to include its successors-in-interest and assigns of the other part;

RECITALS

WHEREAS

- (A) The Purchaser intends to trade-in its 02 x old UPS with supply, installation & commissioning of new Single Phase 16 KVA Modular Based UPS for its office at Islamabad.
- (B) The Vendor has qualified through bidding process and has agreed to provide successfully the required services and equipment for trade-in of 02 x old UPS with supply, installation & commissioning of Single Phase 16 KVA Modular Based UPS in accordance with the terms and conditions described herein.
- (C) The Vendor represents and warrants to the Purchaser that it has the required professional skills, and personnel and technical resources to provide required equipment and services for trade-in of 02 x old UPS with supply, installation & commissioning of Single Phase 16 KVA Modular Based UPS on the terms and conditions set forth in this Contract.

NOW THEREFORE, in consideration of mutual covenants set forth in this Contract, the Parties agree as follows:

1. Definitions

- (a) "**Contract**" means this Contract and includes all Schedules attached thereto or incorporated therein by reference;
- (b) "**Effective Date**" shall mean the date on which this Contract is signed between the parties;

- (c) **"Equipment"** means all equipment and services for Supply, Installation & Commissioning of New Single Phase 16 KVA Modular Based UPS including but not limited to hardware, accessories, attachments, alterations of and spare parts for the Equipment;
- (d) **"Trade-In"** means to take in Old UPS and in its place supply, installation & commissioning of new Equipment.
- (e) **"Trade-In Price"** means the difference of offer price of Old UPS with sale price of new Equipment.
- (f) **"Old UPS"** means 02 x old APC Smart series UPS Model # SUVT10KH2B2S (VT 10kVA 400 V x/2 Batt. Modules, Start Up 5X8, Internal Maintenance Bypass) along with Parallel Kit installed at ISGS premises and offered for Trade-In on "As Is Where Is" basis.
- (g) **"Party"** means a party to this Contract and the term **"Parties"** shall be construed accordingly;

1.1 Interpretation

For the purposes of interpretation and construction of this Contract:

- (a) Words importing one gender include the others;
- (b) Words importing the singular or plural number include the singular and plural number respectively;
- (c) References to Articles and Schedules are references to Articles, clauses and Schedules in this Contract; and
- (d) Headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this Contract.

2. Scope of Work

- 2.1 The Vendor shall supply, install, integrate, test and commission the Equipment at Purchaser's designated sites, **within a maximum of XX days after signing** of this contract, as per **Annexure – B** (*Technical Specifications of the Equipment*).
- 2.2 The Vendor shall ensure that the supplied Equipment is genuine, brand new, fully operational, non-refurbished, un-altered in any way, of the most recent/current model, imported through proper channel and meet the minimum Technical Specifications attached as **Annexure-B** (*Technical Specifications of the Equipment*).
- 2.3 At the time of installation and commissioning, Vendor shall provide comprehensive documentation of system/Equipment/software installed including diagrams, labeling, schematics, configuration and manuals, etc.
- 2.4 The Vendor shall arrange any mandatory demonstration or trainings over installed hardware or software.
- 2.5 Upon successful supply, installation & commissioning of the Equipment the Vendor shall dismantle/un-install and remove from the premises of ISGS the Old UPS on its own cost and resources.

3. Contract Validity

3.1 The Purchaser shall, after receipt of the Performance Security from the Vendor, send the Contract to the Vendor for its signature. Within three working days of the receipt of such Contract, the Vendor shall sign and date the Contract and return it to the Purchaser.

3.2 The term of the contract shall be for a period commencing from the execution of contract till expiration of warranty period of Equipment unless terminated earlier as per the provisions of this contract.

3.3 This Contract shall be governed by and construed in accordance with the laws of Pakistan as may be issued, promulgated, enacted or re-enacted from time to time.

4. Contract Documents and Information

The Vendor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Vendor and the Purchaser, shall be in English language.

6. Standards

The Equipment supplied and the services provided under this Contract shall conform to the authoritative latest industry standards.

7. Commercial Availability

The Equipment supplied under this Contract shall be commercially available at the time of signing of the Contract. Commercial availability means that such Equipment shall have been sold, installed and operationalized in more than ten installations initiated under ten separate contracts by manufacturer globally.

8. Patent Right

The Vendor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the equipment/the service or any part thereof.

9. Execution Schedule

The Vendor shall submit an execution schedule giving details of supply, installation, configuration, deployment, commissioning, testing, training, etc., as required under the Contract, to the Purchaser, within three days of the signing of the Contract.

10. Labeling

The Equipment supplied under the Contract, shall be clearly labeled so as to correspond with the delivered documentation, with proper labeling scheme provided by the Vendor.

11. Delivery

- 11.1 The Vendor shall deliver the Equipment at the location, as specified by the Purchaser at the time of delivery.
- 11.2 The Equipment shall remain at the risk and under the physical custody of the Vendor until the delivery, installation and testing/commissioning is completed.
- 11.3 The Vendor shall ensure that the Equipment shall be delivered complete to enable the testing and training to proceed without interruption. If it shall appear to the Purchaser that the Equipment has been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Vendor, at the expense of the Vendor, to dispatch the missing items of the Equipment or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

12. Installation and Commissioning

- 12.1 The Vendor shall ensure that the implementation design conforms to an open standard by which new Equipment/services can be added without disruption to existing Equipment/services.
- 12.2 The Vendor shall ensure that the installation is fault tolerant. This is accomplished by supplying a set of programs and procedures that allow the system recovery or roll back when a fault is detected.
- 12.3 The Vendor shall provide a document stating step-by-step procedures for installation and disaster recovery to the Purchaser.
- 12.4 The Vendor shall provide, where applicable, all the recent patches and updates for Firmware/Hardware, on a reliable media, with proper labeling, during the installation to the Purchaser.
- 12.5 The Vendor shall configure the system for high availability and reliability, of all hardware and software.
- 12.6 The Vendor shall submit detailed and complete installation, transition and cutover plan for the new Equipment/system, installation procedures for the new components specifying Equipment checkout, installation constraints, operational cutover, maintenance prior to Purchaser's acceptance and if special security and/or access arrangements are required.
- 12.7 New Equipment, shall be installed with existing equipment, and shall require close coordination between the Vendor's and the Purchaser's personnel.

13. Site Preparation

- 13.1 The Vendor shall be responsible to survey the site, prepare the site, determine power, air conditioning and floor space requirements, identify and install, if necessary, any special / additional power and other requirements, for the proposed Equipment.
- 13.2 The Purchaser may facilitate the Vendor in discharge of the above responsibilities.

14. Power

The Equipment supplied under the Contract, unless otherwise specified, shall be capable of operating normally with single phase AC power, within the range of 220-240V, with the corresponding frequency of 50 Hz, inclusive, and should be protected from over-voltage, overheating and out-of-tolerance current surges.

15. Safety

15.1 The Vendor shall be responsible for the embedding of safety features in the inherent design of the Equipment, for elimination of identified hazards, including but not limited to high voltage, electromagnetic radiation, sharp points and edges, etc., and reduction of associated risk to personnel and this/other equipment.

15.2 The Vendor shall be responsible for the addition of bilingual warnings and caution notices, where hazards cannot be eliminated or risks cannot be reduced.

15.3 The Vendor shall be responsible for the protection of the power sources, controls, and critical components of the redundant systems and subsystems by shielding or physical separation when possible.

16. Operation and Maintenance

The Vendor shall be responsible for the continuous operational capability and maintenance of the entire system, 24/7, without disruption to either service or performance, during the warranty period.

17. Test Equipment and Tools

The Vendor shall evaluate the existing facilities and abilities of the Purchaser to accomplish corrective and preventive maintenance and support and identify additional skills, test equipment and tools required to maintain and support the new Equipment. Such test equipment and tools shall be state of the art in design aimed at providing an efficient, systematic and cost effective repair operation for all replaceable components.

18. Spare Parts and Support

18.1 The Vendor shall maintain sufficient backup stock of spare parts and tools locally at sites, for the maintenance of the supplied Equipment, during the warranty period.

18.2 The Vendor shall ensure availability of spare parts and technical assistance for all components for at least three years, without major changes, after the completion of final acceptance.

18.3 The Vendor shall give two months advance notice on any discontinued part(s) with a suggestion for appropriate alternatives.

18.4 The Vendor shall also identify and provide the following:

- (a) items (repairable spares, parts and consumable supplies) that are needed to maintain design performance, reliability and availability standards prescribed in the technical specifications.
- (b) critical items, whose failure would cause a system failure;
- (c) items of high cost and/or long lead time (over thirty working days);
- (d) items whose design reliability is such that normal stock replenishment would not justify maintaining a level of the item in stock.

19. Inspection and Testing

- 19.1 The Purchaser shall inspect and test the Equipment supplied, the services provided or the works carried out, under the Contract, to verify their conformity to the technical specifications.
- 19.2 The Vendor shall provide all-reasonable facilities and assistance, including access to drawings, production data and online verification from official web site of the manufacture at no charge to the Purchaser.
- 19.3 The Purchaser may reject the Equipment, the services or the works if they fail to conform to the technical specifications, in any test(s) or inspection(s) and the Vendor shall either replace the rejected Equipment, services or works or make all alterations necessary to meet the technical specifications, within three working days, free of cost to the Purchaser.
- 19.4 The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Equipment shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Equipment.
- 19.5 Nothing contained in this Contract, in any way, release the Vendor from any Warranty or other obligations under the Contract.

20. Issuance of Goods/Services Receipt Note

- 20.1 Upon successful supply, installation and commissioning of the Equipment a Goods/Service Receipt Note (G/SRN) shall be issued to the Vendor by the Purchaser within reasonable time.
- 20.2 Nothing contained in any clauses of this document, in any way, release the Vendor from any Warranty or other obligations under the Contract.

21. Guarantee

- 21.1 The Vendor guarantees that the Equipment supplied by the Vendor, under the Contract are genuine, brand new, non- refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 21.2 The Vendor further guarantees that the Equipment supplied by the Vendor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Vendor that may develop under normal use of the supplied Equipment.
- 21.3 The Vendor shall ensure and warrant that the Equipment provided by the Vendor, under the Contract is standard and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

22. Warranty

- 22.1 The Vendor shall provide Manufacturer's warranty for **minimum 3 year(s)** (hereinafter referred as Warranty Period), after the issue of G/SRN in respect of Equipment which will include:
- a. Free, on site repair / replacement of defective / damaged parts and labor, within 24 hours of intimation

- b. On site replacement of defective/damaged Equipment or part thereof, if repair of such Equipment or part thereof involves a duration exceeding 24 hours.

22.2 The Purchaser shall, by written notice served on the Vendor with a copy to the Purchaser, promptly indicate any claim(s) arising under the warranty.

22.3 The Vendor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Equipment or parts thereof on site, without any cost to the Purchaser.

22.4 The end user licenses, end user warranties and end user contracting support services shall be in the name of Purchaser, for the Equipment supplied, the services provided and the works done, under the Contract.

23. Ownership of Goods and Replaced Components

Equipment to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the G/SRN is issued by the Purchaser. Defective components to be replaced by the Vendor, pursuant to the Contract, shall become the property of the Vendor as and where it lies after successful replacement of the same.

24. Price & Payment

24.1 The total price of the Contract is **PKR XXXXX (Pakistan Rupees XXXXXX Only)** (Total Contract Value/ Trade-In Price) which is inclusive of all applicable taxes & levies as per the break-up provided at Annexure A (Price Schedule).

24.2 No payment shall be made to the Vendor in advance as mobilization advance or on any other account.

24.3 Total Contract Value/ Trade-In Price are shall be payable, within thirty days, to the Vendor upon successful supply, installation, proper integration, testing & commissioning of the Equipment as per requirement at ISGS designated place (Islamabad), removal of Old UPS from ISGS premises and issuance of G/SRN and receipt and acceptance of original error free invoices.

24.4 All payments shall be made through cross cheque in the PAK Rupees (PKR).

24.5 Taxes will be deducted at source as per applicable laws at the time of payment.

24.6 If the progress of the work is not to the satisfaction of the management of ISGS, the management has the right to cancel the order, get the work done from third party selected in accordance with the Public Procurement Rules, 2004 and recover from the first party, the amount that, if any, ISGS has to pay in excess of the agreed amount, the difference will be recovered from the first party.

25. Contract Amendment

25.1 The Purchaser may, at any time, by written notice served on the Vendor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Equipment/ the services / the works, in whole or in part.

25.2 The Vendor shall, within five working days of receipt of such notice, submit a cost estimate and execution schedule (if any) of the proposed change (hereinafter referred to as the Change), to the Purchaser.

25.3 The Vendor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Vendor.

25.4 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

25.5 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Vendor.

26. Assignment / Subcontract

26.1 The Vendor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

26.2 The Vendor shall guarantee that any and all assignees / sub-Vendors of the Vendor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the Contract.

27. Extensions in time for performance of obligations under the Contract

If the Vendor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Vendor shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Vendor, extend the Vendor's time for performance of its obligations under the Contract.

28. Liquidated Damages

28.1 In case of delay from scheduled time of delivery of the Equipment or the installation, proper integration, testing and commissioning of the Equipment or removal of Old UPS, ISGS shall have the right to impose a penalty at the rate of 1% per day of the Total Contract Value not exceeding 10% of the Total Contract Value.

28.2 If the work is not executed up to the satisfaction of the management of ISGS and in accordance with the specifications as given herein, ISGS shall have the right to reject the Equipment, cancel the Contract forthwith without incurring any liability whatsoever on any account. In addition to this, without limiting the right of ISGS, ISGS may impose a penalty not exceeding 10% of the Total Contract Value.

29. Blacklisting

29.1 If the Vendor fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Vendor, either indefinitely or for a stated period, for future tenders in public sector.

29.2 If the Vendor is found to have engaged in corrupt or fraudulent practices in competing for the award of contract, during procurement process or during the execution of the contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Vendor, either indefinitely or for a stated period, for future tenders in public sector.

30. Performance Security

- 30.1 The Vendor shall furnish a “Performance Security” for an amount equivalent to 10% of Total Contract Value/Trade-In Price, in the form of a Pay Order/Demand Draft, issued by a scheduled bank operating in Pakistan acceptable to the Purchaser.
- 30.2 The Performance Security shall be released within thirty (30) days of issuance of G/SRN by the Purchaser.
- 30.3 If the Vendor fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Vendor.

31. Termination for Default

- 31.1 If the Vendor fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Vendor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Vendor. Provided that the termination of the Contract shall be resorted to only if the Vendor does not cure its failure / delay, within ten working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- 31.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, equipment/ services / works, similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar equipment/ services / works. However, the Vendor shall continue performance of the Contract to the extent not terminated.

32. Termination for Insolvency

If the Vendor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Vendor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Vendor.

33. Termination for Convenience

- 33.1 The Purchaser may, at any time, by written notice served on the Vendor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Vendor.
- 33.2 The equipment and the services which have been successfully/delivered completed by the Vendor at the time of issuance of such notice of termination shall be accepted by the Purchaser.

34. Force Majeure

- 34.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the purchaser or of the Vendor. Non-availability of Equipment/material/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies cannot be delivered by the due delivery date

then the delivery date may be extended appropriately by the purchaser keeping in view all the circumstances and requirements of the Purchaser.

34.2 The Vendor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure/delay in performance/discharge of obligations under the Contract is the result of an event of Force Majeure.

34.3 If a Force Majeure situation arises, the Vendor shall, by written notice served on the Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

35. Dispute Resolution

The Parties agree to amicably resolve any dispute, which may arise, under the Contract through good faith negotiations. In case of no resolution of the dispute by the authorized representatives, the matter shall be referred to the Managing Director of ISGS who shall resolve the dispute and its decision shall be final and binding. The parties continue to perform their obligations under the Contract during the resolution of dispute.

36. Taxes and Duties

The Vendor shall be entirely responsible for all taxes, duties and other such levies imposed and to make inquiries on income tax/sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

37. Authorized Representative

37.1 The Purchaser and the Vendor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

37.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser or the Vendor.

37.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

37.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

37.5 Notwithstanding anything contained herein, any failure of the Authorized Representative to disapprove any equipment or services or works shall not prejudice the right of the Purchaser to disapprove such equipment or services or works and to give instructions for the rectification thereof.

37.6 If the Vendor questions any decision or instruction of the Authorized Representative of the Purchaser, the Vendor may refer the matter to the Purchaser who shall confirm, reverse or vary such decision or instruction.

38. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

39. Training

39.1 The Vendor shall arrange and undertake, if required, a comprehensive training program for the staff nominated by the Purchaser to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the equipment to be supplied under the Contract.

39.2 In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Vendor with regard to any of these personnel, the Vendor shall apprise the Purchaser and proceed to implement suitable remedial measures after consultation with them.

40. Documentation

The Vendor shall furnish the user documentation, the operation manuals, and service manuals for each appropriate unit of the supplied Equipment and other information pertaining to the performance of the Equipment, in hard copy format, in soft copy format and in the form of on-line help, before the Equipment is taken over by the Purchaser.

41. Notices

Any notice or request required or permitted to be given or made under this Contract shall be in English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand or through registered mail or courier or official e-mail on the following address:

For Purchaser

Name
Designation
Address
Contact Details

For Vendor

Name
Designation
Address
Contact Details

42. Order of Precedence

In case of any discrepancy between the main body of the Contract and Schedules incorporated therein by reference or otherwise, the main body of the Contract earlier shall prevail over the Schedule.

43. Severability

In the event that any of these terms, conditions or provisions shall be determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.



For and on behalf of
ISGS

For and on behalf of
Vendor

[Name of authorized signatory]
[Designation]

[Name of authorized signatory]
[Designation]

Annexure – A

Price Schedule

[As per finalised bid of Successful Bidder]

Annexure – B

Technical Specifications of the Equipment

[As per finalised bid of Successful Bidder]

ANNEX-III: MANDATORY REQUIREMENTS FOR BIDDER TO QUALIFY

S/N	Attributes	Reference Page in Proposal	Points (Applicable in case of tie in quoted prices)
1.	Complete company profile including name, registered office address, telephone, fax and e-mail address and web address (if any), complete contact details of the contact person, details of branch offices.		-
2.	NTN & GST registration certificates.		-
3.	Authorization certificates from Original Equipment Manufacturers (OEMs) whose items are quoted by the bidder.		
4.	Last 3 years Audited Financial Statements or Bank Certificates/Statements.		-
5.	List of similar projects of at least for 3 years along with documentary proof.		5 projects = 5 10 projects = 7 More than 10 = 10
6.	Date of establishment of business along with documentary proof (certificate of incorporation etc.).		5 years = 5 7 years = 7 More than 7 = 10
7.	Details of established office setup in Islamabad/Rawalpindi.		-
8.	Details of technical staff having requisite experience and technical expertise for subject tender.		-
9.	Execution plan mentioning the execution strategy to be employed alongwith down time for replacing the UPS.		-
10.	Bid documents' fee amounting to Rs. 2,000/- in the form of pay order/demand draft issued by a Scheduled Bank of Pakistan, in favour of ISGS.		-
11.	Bid Security amounting to five per cent (5%) of the quoted total amount in the form of pay order/demand draft issued by a Scheduled Bank of Pakistan, in favour of ISGS.		-
12.	Signed cover letter with official stamp affixed on it as per the format given in Annex-I .		-
13.	Authority Letter for the appointment of an authorized representative as per Annex-VI.		-
14.	Duly filled in and signed & stamped Annex-IV: Price		-

	Schedule . Proposals not following the given format shall lead to the rejection of bid.		
15.	Signed Annex-V “Compliance certificate / undertaking”		-
16.	Undertaking that the Bidder/firm and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state owned organization and their cases regarding black listing are not under trial by any Court of Law		-

ANNEX-IV: PRICE SCHEDULE

Sr.	Description	Amount in PKR (Inclusive of all Taxes)
1.	Sale Price of Supply, Installation, Testing & Commissioning of Single Phase 16 KVA Modular Based UPS with 3 years Standard Warranty. Brand: _____	
2.	Purchase Price for 02 x old APC Smart series UPS Model # SUVT10KH2B2S (VT 10kVA 400 V x/2 Batt. Modules, Start Up 5X8, Internal Maintenance Bypass) along with Parallel Kit. (on "As Is Where Is" basis)	
Price Difference (1-2) to be paid by ISGS (Tax Inclusive) Rs.		

Price Difference Amount (tax inclusive) in words:

Pak Rupees _____.

ANNEX-V: COMPLIANCE CERTIFICATE/UNDERTAKING

I, (Name); (CNIC#); (Designation), (Company Name) have gone through the Terms/Conditions of this Tender Document and have found the document in whole as non-biased to any particular vendor or product/ brand. I hereby undertake and firmly bound myself to abide by/ comply with all sections / conditions of this Tender Document.

I do not have any objection/comment on any item and fully understand the item as compliant with PPRA Rules.

Authorized Signature of the bidder:
Name and Title of Signatory:

ANNEX-VI: FORMAT OF AUTHORITY LETTER

Authority Letter

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of [_____] in [name of the company] to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for Trade-In of Old UPS With Supply, Installation & Commissioning of New Single Phase 16 KVA Modular Based UPS in response to the Tenders invited by the ISGS including signing and submission of all documents and providing information/responses to ISGS in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this Authority Letter and that all acts, deeds and things done by our aforesaid authorized representative shall and shall always be deemed to have done by us.

Date this {date} of {month} 2016

For:

[Signature]

[Name, designation and Address]

Accepted

[Signature]

[Name, title address of the Authorized Representative]

ANNEX-VII: SPECIFICATIONS**A. 02 x Old UPS Installed At ISGS Office (On "As Is Where Is" Basis)**

APC Smart series UPS Model # SUVT10KH2B2S (VT 10kVA 400 V x/2 Batt. Modules, Start Up 5X8, Internal Maintenance Bypass) along with Parallel Kit.

B. New UPS to be Supplied, Installed & Commissioned in place of Old UPS.

16KVA Scalable to 16kVA N+1 Tower, 220/230/240V		
Modular based highly available single phase UPS features redundant and scalable double conversion online		
S.	Attributes	Required specs
1.	Output power capacity	16.0 kVA
2.	Nominal Output Voltage	230V
3.	Output Voltage Note	Configurable for 220 : 230 or 240 nominal output voltage
4.	Output Voltage Distortion	Less than 5% at full load
5.	Output Connections	(1) Hard Wire 3-wire (H N + G) (Battery Backup)
6.	Topology	Double Conversion Online modular
7.	Waveform type	Sine wave
8.	Bypass	Internal Bypass (Automatic and Manual)
9.	Nominal Input Voltage	230V
10.	Input frequency	45-65 Hz (auto sensing)
11.	Input Connections	Hard Wire 3 wire (1PH+N+G)
12.	Input voltage range	155V-276V
13.	Input Total Harmonic Distortion	Less than 7% for full load
14.	Input Power Factor at Full Load	0.98
15.	Battery type	Maintenance free sealed Lead Acid battery with suspended electrolyte : leak proof
16.	Included Battery Modules	4
17.	Backup Time (Minimum)	30 Minutes at 70% load
18.	Expected Battery Life (years)	3 – 5
19.	Interface Port(s)	DB9 RS232, RJ45 10/100 Base-T, Smart-Slot
20.	Control panel	Multifunction LCD status and control console
21.	Audible Alarm	Audible and visible alarms prioritized by severity
22.	Emergency Power Off (EPO)	Yes
23.	Operating Environment	0-40 °C
24.	Operating Relative Humidity	0-95%
25.	Warranty	3 Years Standard Manufacture Warranty