

## TENDER DOCUMENT

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### 1. Introduction

The Stat Life insurance Corporation of Pakistan is the largest life insurance institution in Pakistan Providing life and group insurance protection to over 6 Million people. Even after the Introduction of private insurance companies, State Life still enjoys the lion's share of the Pakistan life insurance industry.

Presently, Corporation intends to purchase of UPS 10KVA for State Life's Data Center Principal Office, Karachi to manage uninterrupted power supply.

Interested firms are invited to submit a Technical Proposal along with a separately Financial Quote for the supply/Delivery of required item, as per PPRA SINGLE STAGE – Two envelopes procedure.

#### 1.1 Detail Specification & Quantities Required

Detail Specification and quantities for required equipment is as under:-

Item Description	QTY
<b><u>UPS 10KVA</u></b> <b><u>Purchase of New UPS 10 KVA with following specification:</u></b> 1. Online UPS 10 KVA 3 phase in and single phase out with minimum 30 minutes Battery Backup and inclusive installation. 2. Consist of Phase reversal controller (Surge Protected). 3. Battery 9AH with one year Warranty. 4. Frequency ( 50Hz ). 5. Status Indicator ( LED or LCD) One year Local warranty	01

Potential Bidders are allowed to bid for above mention item. Purchase order will be awarded to lowest evaluated bidder as per pre-defined evaluation criteria. Interested firms are hereby invited to submit a Technical Proposal along with a Financial Quote for required item.

#### 1.2 Preparation of Proposal

##### 1.2.1 Technical Proposal

- While Preparing Technical Proposal, bidding firm(s) are expected to examine the documents comprising this invitation in detail, as material deficiencies in providing the information requested may result in rejection of the proposal.

- b. To establish the conformity of the items required through this TENDER documents, the Vendor shall furnish as part of its Technical Proposal, a detailed description of the Bidder's proposed items conforming in all material aspects with the Technical Requirement both overall as well as in regards to the performance of each proposed item.
- c. Please note that the technical proposal shall not include any financial information.

### **1.2.2 Financial Proposal**

- a. While Preparing the financial proposal, bidder(s) are expected to take into account the requirement and conditions of the invitation documents, The Financial Proposal should follow standard form as mentioned in Annexure-A. It should provide lump sum costs associated with the assignment and all other out of pocket expenses.
- b. Bid validity period the bidder is expected to keep available the professional staff working on the proposal. The State Life will make its best effort to complete technical clarification (if needed) with in this period. Proposal validity period. Proposal validity period may be extended with mutual consent as per PPRA rules.

### **1.3 Tender Document Price / Payment :**

- a. Bid price shall be inclusive of all taxes, duties, levies, charges, etc.
- b. All payments will be made in Pak rupees.
- c. The prices charged by the successful bidder for the required item along with accessories and associated service shall not vary from the prices as quoted in the financial proposal.
- d. Payment will be made on submission of invoices duly verified in all respect by the user Division / Department.

### **1.4 Language of Bidding**

The bid must be prepared and submitted in English Language, Supporting documents and printed literature furnished by the bidder with the bid may be in another language as long as they are accompanied by an English translation of the pertinent passages. For the purpose of interpretation of the Bid, English language shall prevail.

### **1.5 Confidentiality**

- a. Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to the bidders(s) who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful firm.
- b. Information relating to the examination, evaluation , comparison and post qualification of proposals, and recommendation of contract award, shall not be disclosed to bidders, or any other persons,
- c. Any attempt by a bidder to influence State life in the examination, evaluation,

comparison, and post-qualification of the proposals or contract award decisions will result in the rejection of its proposals,

**1.6 Use of Contract Documents and Information:**

- a. The bidder shall not, without State Life's prior written consent, disclose the Contract, or any provision there of or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of State Life in connection there with, to any person other than a person employed by the Bidder 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.
- b. The bidder shall not, without State Life's prior written consent, make use of any document or information related to Stat Life functions and procedures except for purposes of performing the Contract.
- c. All documents shall remain the property of State life and shall be returned (all copies) to State Life on completion of the Bidders, Performance under the Contract if so required by State Life.
- d. The Bidder shall Permit State life to inspect their accounts and records relating to the performance of the supply and to have them audited by auditors appointed by State Life, if so required by State Life can directly contact the references given in the technical requirement part of TENDER DOCUMENT to verify Bidder's technical reasons supporting compliance.

**1.7 Bid Validity**

- a. Bid shall remain valid and open for acceptance for a period of 90 days from the specified date of tender opening.
- b. In exceptional circumstances prior to expiry of the original bid validity period, the bidder may be requested in writing for an extension of the period of validity. A bidder agreeing to such request may be withdrawn at the discretion of State Life

**1.8 Amendment of Bidding Documents**

- a. At any time prior to the deadline for submission of Bids, State Life may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
- b. The amendment shall be part of the Bidding Documents, and will be notified in writing through fax or letter by courier or shall be made available on the State Life's website to all prospective bidders who have received the Bidding Documents, and will be binding on them.

### **1.9 Clarifications/Queries regarding Tender**

- a. The bidders are expected to carefully examine all instructions, forms and specifications in the Bidding Documents. Any Bidder in doubt as to the exact meaning or interpretation of any part of the Bidding Documents should immediately seek clarification in writing through EPADS system.

Divisional Head,  
IT Division, Principal Office  
7<sup>th</sup> Floor, State Life Building No.9  
Dr. Ziauddin Ahmed Road,  
Tel:021-99204590- Fax: 021-99202827

- b. Requests for all clarifications in regard to the given specifications or other information contained in Tender Documents should come either through E-Mail/Fax or Courier on the address mentioned above. Telephone enquiries may not be entertained. All inquiries about the tender made to State Life and State Life's response will be made known to the bidders without disclosing identity of the bidder who made the enquiry.

### **1.10 Contradictions, Obscurities and Omissions**

The Bidders should likewise notify to the above of any contradictions, obscurities and omissions in the Bidding Documents if clarification of these is necessary for the clear understanding of the documents and for preparation of the Bid. Such enquiries must reach the above named not later than the date and time mentioned in EPADS system.

### **1.11 Sealing, Marking and Transmission of the Bid**

- a. Your detailed “**Technical Proposal**” and “**Financial Proposal**” should be submitted before the closing date and time as mention in Tender Notice through EPADS system.

### **1.12 Deadline for Submission of Bids**

- a. The original bid, must be submitted before closing date and time as mentioned in Tender Notice.
- b. State Life may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, in which case all rights and obligations of State Life and bidders previously subject to the deadline will thereafter be subject to the deadline as extended and will be announced on all time respective forums.

### **1.13 Bid Opening**

The Bid shall be opened publicly by State Life's designated "Central Procurement Committee (CPC)" in presence of Bidder's representative who wish to attend the bid opening time and date communicated in Tender Notice.

Bidders are required to upload their bids on EPADS systems as per laid down PPRA procedure for single state two-envelope method i.e. separate "**Technical Proposal**" and "**Financial Proposal**" respectively and clearly marked as "**Supply and Installation of Online 10KVA UPS 3 phase in and single phase out**". However, bid security in shape of pay order must be submitted at the address given in tender notice before closing time else tender will be rejected.

Initially only Technical Proposal will be opened and downloaded from EPADS on the opening date and time as given in tender notice. Time and date for opening of Financial Proposal of technically qualified bidders will be announced after finalization of Technical Evaluation and will be announced on EPADS system accordingly.

#### **1.14 Modifications and Withdrawal of Bids**

- a. No bid shall be modified subsequent to the deadline for submission of bids and before the expiry of the period of bid validity.
- b. No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity.

#### **1.15 Bid Bond**

- a. The bidder shall furnish with the **financial** bid, as part of their bid, a bid bond for an **amount of Rs.40,000/-** of the total bid amount in Pak Rupees and will be refund after receiving performance guarantee.
- b. The bid bond shall be in the form of Bank draft / Pay order must be issued by a Pakistani Scheduled Bank or branch or a foreign bank operating in Pakistan. The bid bond shall be valid for 180 days counting from the day of the bid opening.
- c. Any bid not accompanied by the requisite Bid Bond shall be rejected as **non-responsive**. Bid Security will be returned to un-successful bidders after completion of formal procedure and successful bidder after issuance of purchase order/ signing of contract. However successful bidder will be required to submit performance guarantee of 05% in shape of bank guarantee (valid for entire warranty period) in favor of SLIC at the time of issuance of purchase order/signing of contract and will be released after expiry of warranty period (Bank Guarantee specimen attached at Annex-B).
- d. The bid bond will be forfeited in case:
  - a) A bidder withdraws its bid during the period of bid validity.
  - b) Failure of the successful bidder to execute the contract and provide the

performance Bond.

**1.16 Responsiveness of the Bids**

- a. The Technical Portion of the bid proposal must be accompanied with the certificate that a bid bond of appropriate amount is enclosed with the financial proposal.
- b. The Bid must be prepared in the English Language.
- c. The Bid must be unconditionally valid for 90 days from the date of Bid Opening.
- d. Bids should only be submitted by hand or by courier services.
- e. Bid must reach before time specified in Tender Document.
- f. The State Life will evaluate and compare only the most advantageous bid.
- g. Bid determined to be substantially responsive will next be checked for any material error in computation.

**1.17 General Terms and Conditions**

- a. After opening the bids, State Life will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- b. State Life will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been provided, whether the documents have been properly signed, and whether the bids are generally in order.
- c. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation. A material deviation is one which being inconsistent with the Bidding Documents affects in any substantial way the scope, instruction to Bidders, or prescribed completion schedule or which limits in any substantial way State Life's right or the bidders' obligation under the Contract.
- d. A bid determined to be non-responsive will be rejected by State and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.
- e. State Life may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of any Bidder.
- f. To assist in determining a bid's responsiveness the Bidder may be asked for clarification of his bid. The Bidder is not permitted, however, to change bid price or substance of his bid.
- g. The evaluation of the bids will take into accounts in addition to the bid price, the following factors:
  - i. Reliability and efficiency of the offered Service.
  - ii. Financial standing of the Bidder.

## **2. Proposal Evaluation**

### **2.1 General**

- a. Bidding firms shall not contact the State Life on any matter relating to their proposal from the time of submission of the technical and financial to the time the contract is awarded. If a firm wishes to bring additional information to the notice of the State Life, it should do so in writing at the address indicated in the (Section – 1.10)
- b. Evaluators of technical proposal shall have no access to the financial proposal until the technical evaluation is concluded.
- c. Any effort by a bidder to influence State Life in its decisions on Proposal evaluation, Proposal comparison or contract award will result in the rejection of the Bidder's Proposal and forfeiture of Bid Bond.

### **2.2 Technical Evaluation**

- a. There will be single-stage two envelop procedure. Preliminary evaluation of technical bids will be done as per the information provided by the bidder as requested in Section – II. Detailed technical evaluation will be done for firms who qualify the preliminary evaluation. These firms will be asked to provide sample or give demonstrations of features for the proposed items/equipment. State Life's Evaluation Committee on the parameters listed below will make the technical evaluation:
  - Vendor's Technical Capability
  - Vendor's Support Strength
  - Relevant Experience in Supplying and supporting required hardware locally and internationally
  - Delivery Timeline
- b. The evaluation shall be on the basis of bidder responsiveness to the required Specification & Tender terms & Conditions. The State Life will apply following point system evaluation criteria to evaluate the technical bids.

S No	Criterion	Total Point
1	Registration with tax department (NTN, Sales Tax Reg) (Mandatory) Complete documentation proof should be provided Yes= Qualified for Evaluation, No=Not considered for Evaluation	Y/N
2	Proven Experience of responding firm in relevant Power Management Sales, Services & industry (Five points for each completed year, Max. = 20 Points)	25
3	Nature of partnership of the bidder with manufacturer / Principal Company for related Category. (Principal Company = 25, sole Distributor = 20, Authorized Business Partner = 18, Authorized Reseller = 10, Agent of distributor or Principal Company = 05)	25
5	Income Tax Return or Annual Report (05 points each complete year)	25
6	Technical staff for after sales service (05 points each qualified personnel)	25
	<b>Total</b>	<b>100</b>

Minimum 60% score will be required to Technical qualifying in each category and overall as well.

- c. The Bidder shall furnish, as part of its bid, documents establishing the conformity to the Bidding Documents of the required item/equipment that the Bidder proposes and install under the Contract.
- d. A proposal shall be rejected at this stage if it does not respond to important aspects of the Tender, If the missing parameters/technical features are a scored technical feature, the relevant score will be set at zero
- e. The State Life will notify the bidding firm of the rejection of their technical proposal indicating that their financial if any will be returned unopened after completing the selection process.
- f. The Sate Life will notify to the firm(s) that passed the minimum technical score, and indicate the date, time and address for opening the financial proposal through EPADS system.
- g. On opening the financial proposal in presence of the bidding firms(s) representatives who wish to attend, the State Life will announce the names of the firm(s) and the amounts of their financial proposals as per EPADS format.

### 2.3 **Financial Evaluation**

Financial Proposals of only the technically qualified bidders would be opened and, evaluated /compared on the following basis:-

- a. For the purpose of evaluation / comparison of bids, total lump sum cost will be considered. Contract will be awarded to lowest evaluated / Most advantageous bidder.



### **3. State Life's Right to Accept or Reject any or All Bids**

- a. State Life reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the effected bidder or any obligation to inform the affected bidder or bidders of the grounds for State Life's action as per PPRA rules.
- b. State Life may at any time terminate the Contract by giving written notice to the bidder, if the bidder becomes bankrupt or otherwise insolvent, In this event, termination will be without compensation, provided that such termination will not prejudice or affect any right of action or remedy, which has, accrued or will accrue thereafter to State Life.
- c. If the bidder is unable to fulfill its obligations as mentioned in the work plan and withdraws from the project, State Life shall terminate the contract by issuing a written notice and shall not be responsible to pay off any liability incurred towards the bidder and forfeit the Performance Guarantee.

### **4. Award Criteria**

- a. State Life will award the contract to the successful bidder, whose proposal has been determined to be substantially responsive and has been determined to be the most advantage bid after considering all factors and who meets the requisites of Schedule of Requirement (TOR/Scope of Work), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- b. State Life will notify through EPADS system the successful bidder of its intent to enter into a contract. The contract shall be executed only after all necessary management approvals have been obtained.

### **5. Delays in the Bidder's Performance**

If at any time during performance of the Contract, the bidder encounters conditions impeding timely delivery of required items/equipment, the Bidder shall promptly notify State Life in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Firm's notice, State Life shall evaluate the situation and may at its discretion extend the Firm's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

### **6. Arbitration**

Any disputes or difference arising out in connection with this assignment which cannot be amicably settled within 15 days between the State Life and the Bidder shall be referred to grievance redressal committee formed at State Life as per PPRA rules.

## **7. Force Majeure**

If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force Majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure. The terms “Force Majeure” as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions, Government actions/restrictions due to economic and financial hardships, change of priorities and any other causes similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

The terms of this Contract shall be extended for such period of times as may be necessary to complete the work which might have been accomplished but for such suspension. If (four) months from performing or accepting performance, the party concerned shall have the right to terminate this Contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

If a Force Majeure situation arises, the Bidder shall promptly notify State Life in writing of such conditions and the cause thereof. Unless otherwise directed by State Life in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **8. Award of Contract**

- a. Subsequent to comprehensive Technical & Financial Evaluation by designated Technical Evaluation Committee and recommended/endorsed by CPC. Lowest evaluated bidder will be identified as per predetermined.
- b. Results of evaluation process will be uploaded on PPRA’s website. Any aggrieved bidder may lodge written complain as per PPRA rules.
- c. In case of No objection OR Grievance received from any other party within 05 days after uploading of final evaluation report and 07 days of technical evaluation report. Contract will be awarded to lowest evaluated bidder.

**9. Delivery Plan**

- a. Most Advantageous bidder will be required to deliver item with (04) weeks after issuance of Purchase Order.
- b. No advance payment will be made.
- c. After-sales services during warranty period will be provided on –site as per standard warranty terms & condition.

**10. Support Services**

Vendor is required to provide support services after providing equipment. Support shall include the vendor to provide on-site support for supplied items/Equipment and firmware upgrades for a period on one year after delivery, installation & configuration to ensure smooth operations.

### 11. Sample Template for Financial Proposal

S. No	Item	QTY	Unit Cost	Unit Cost inclusive Tax	Total Cost including Tax
		E	F	E+F	(E+F)*N
A	<b><u>Purchase of New UPS 10 KVA with following requirement:</u></b>				
i).	Online UPS 10 KVA 3 phase in and single phase out with minimum 30 minutes Battery Backup and inclusive installation.	01			
ii).	Consist of Phase reversal controller (Surge Protected).				
iii).	Battery 9AH with one year Warranty.				
iv).	Frequency ( 50Hz ).				
v).	Status Indicator ( LED or LCD) . One year Local warranty				
<b>Total Cost of “A” inclusive of Taxes</b>					

### 12. Basis of Payment

- a) No advance payment or mobilization advance will be allowed.
- b) Full and final payment will be made on:
  - i. Satisfactory on-site installation & configuration of required equipment.
  - ii. Obtaining successful commissioning certificate from users.