



Bidding Document

**FOR PROCUREMENT OF UPS BATTERIES FOR HEAD OFFICE AND
BRANCHES THROUGHOUT PAKISTAN, UNDER FRAMEWORK
CONTRACT FOR ONE YEAR**

Single Stage Single Envelope

Per-Bid Meeting	11 November, 2019 at 3.00PM
Last Date for Submission:	21 November, 2019 at 3.00PM
Tender Opening Date:	21 November, 2019 at 3.30 PM

Note: The prospective bidder is expected to examine the Bid Document carefully, including all Terms & Conditions and Annexures. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

Retender No.BOK/HO/Proc/GSD/08/Nov/2019

TEREMS AND CONDITIONS

The Bank of Khyber invites sealed quotations from authorized dealers/distributors for purchase / installations of UPS batteries of below mentioned specification:

UPS Batteries

- 1) UPS Dry Batteries 12V 5amp,
- 2) UPS Dry Batteries 12V 7amp,
- 3) UPS Dry Batteries 12V 12amp,
- 4) UPS Dry Batteries 12V 17amp,
- 5) UPS Dry Batteries 12V 18amp,
- 6) UPS Dry Batteries 12V 40amp,
- 7) UPS Dry Batteries 12V 44amp,
- 8) UPS Dry Batteries 12V 65amp,
- 9) UPS Dry Batteries 12V 70amp,
- 10) UPS Dry Batteries 12V 100amp

MANDATORY REQUIREMENTS

Sealed envelop, clearly marking the tender description, should be submitted in a single stage single envelop basis duly completed in all respects. Bidders are required to submit its Proposal in accordance with the **Mandatory Requirements** as mentioned below. Failing to which the proposal will not be considered.

#	Mandatory Requirements	Proof to be attached Yes/No
1	The bidder/firm must be well reputed and authorized dealer/distributor.	
2	The bidder should be an Active Tax Payer.	
3	The bidder should be an KPRA registered having active status.	
4	The bidder should have at-least 5 years' experience since incorporation of business, shall be eligible to participate in the tender.	
5	Bidder must have executed similar works at least 3 agreements. Document attach.	
6	The bidder shall provide undertaking on stamp paper dully attested by notary public that they have not been blacklisted by any of the Provincial / Federal Government or organizations of the State / Federal Government in Pakistan. The bidder should not be in litigation with its customers/clients.	
7	The bidder must be registered entity and must be having well placed organizational structure. It must be having Offices in major cities and should have appropriate technical manpower.	
8	Bidder shall provide warranty of the batteries.	
9	Bidder shall provide last three year audited balance sheets.	
10	Rs.150,000/- bid security (any banking instrument excluding pay order)	

	shall be provided.	
11	Bidder shall provide undertaking on stamp paper dully attested by notary public for provision of performance guarantee (issue by schedule bank) in favor of The Bank of Khyber.	
12	Bidder shall provide Integrity pact on stamp paper dully attested by notary public.	
13	Bidder shall provide fair price on stamp paper dully attested by notary public.	
14	Bidder shall stamp and sign each page of this bid document.	

- Rates to be quoted as per following format:

Brand	Specification	Brand	Battery weight in Kg	Warranty	Unit rate inclusive of delivery / installation charges & all taxes
	UPS Dry Batteries 12V 5amp, UPS Dry Batteries 12V 7amp, UPS Dry Batteries 12V 12amp, UPS Dry Batteries 12V 17amp, UPS Dry Batteries 12V 18amp, UPS Dry Batteries 12V 40amp, UPS Dry Batteries 12V 44amp, UPS Dry Batteries 12V 65amp, UPS Dry Batteries 12V 70amp, UPS Dry Batteries 12V 100amp				

GENERAL REQUIREMENTS/TERMS AND CONDITIONS

1. Procurement shall be done as per KPPRA procurement rules on single stage single envelope basis.
2. Company seal / stamp must be fixed on both Technical Proposal and Financial Proposal.
3. All the firms applied for the Tender must provide documents in line with the Mandatory requirements and should qualify the mandatory Criteria. If any firm fails to qualify the bid shall be considered non responsive
4. Any bid submitted after due date and time will not be entertained.
5. Bid Security (Any banking instrument excluding pay order) of Rs.150,000/- must be attached with proposal in separate sealed envelope in favor of The Bank of Khyber.
6. Successful bidder shall provide Rs.500,000/- performance guarantee (issue by the schedule Bank only) in favor of the Bank of Khyber, before execution of contract. Other Bid Securities will be returned.
7. All prices quoted must be in PKR inclusive of all Taxes applicable, such as GST, Income Tax, etc.
8. The prices quoted shall remain valid for 90 days, after the date of opening the tender.

9. Successful bidder prices shall remain same for one year i.e. contract period. Transportation and installation shall be responsibility of the vendor.
10. The Bank of Khyber will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
11. BID document terms and & conditions shall prevail over the company/firm own standard terms and conditions.
12. Contract terms and conditions shall be in line with BID documents terms & conditions and mutually agreed terms and conditions.
13. Other provinces revenue authority's taxes shall be deducted, if applicable.
14. No conditional bid will be acceptable.
15. No negotiations and revised bids will be allowed.
16. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
 - Received without bid security;
 - It is received after the date and time fixed for its receipt;
 - The tender document and the bid is unsigned;
 - The offer is ambiguous;
 - The offer is conditional i.e. advance payment, or currency fluctuations etc.
 - The offer is from blacklisted firm in any Federal / Provincial Govt. Dept.:
 - Hand written bids shall NOT be accepted, it must be typed
17. Pre bid meeting will be held on 11 November, 2019 at 3.00 pm at the Office of, Incharge Procurement Department, 29 A The Mall, Peshawar Cantt.
18. For any query, clarification regarding BID document contents, the applicants may send a written request at least 5 days prior to the opening date through registered posts/Courier Service Company.
19. Bidders are required to submit sealed proposals to the office of the In charge Procurement Department, The Bank of Khyber on or before 21 November, 2019 at 3.00 PM. Tender Opening on same day at 3.30 PM at 29-A The Mall, The Bank of Khyber, Peshawar.

In-Charge Procurement
The Bank of Khyber
29-A, The Mall, Peshawar Cantt.
Phone No: 0915275352.

(On stamp paper without mentioning the Bid Amount)

INTEGRITY PACT

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS**

Contract No. _____ Dated _____ Contract Value: *[To be filled in at the time of signing of Contract]* Contract Title: _____ [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from The Bank of Khyber or any administrative subdivision or agency thereof or any other entity owned or controlled by The Bank of Khyber through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from The Bank of Khyber, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with The Bank of Khyber and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to The Bank of Khyber under any law, contract or other instrument, be voidable at the option of The Bank of Khyber.

Notwithstanding any rights and remedies exercised by the Bank of Khyber in this regard, [name of Supplier] agrees to indemnify The Bank of Khyber for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to The Bank of Khyber in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from The Bank of Khyber.

Name of Buyer: Name of Seller/Supplier:

Signature:[Seal] Signature:{Seal}

Notary Public:

(to be filled on Stamp paper dully attested from Notary public)

Fair Price Certificate
(TO BE ENCLOSED WITH BID DOCUMENT)

I/We, M/S

hereby certify that prices quoted by us against The Bank of Khyber, for the tender No. are the lowest and most competitive as generally applicable to all other buyers and or sold through our agents as per prevailing international market as on the date of quote and if it is established at any stage that these were higher we shall be held responsible and agree to pay immediately the differential to The Bank of Khyber.

SIGNATURE AND SEAL OF THE
BIDDER/MANUFACTURER/SOLE AGENT/AUTHORIZED DEALER

Notary Public:

(on stamp paper dully attested from notary public)

Undertaking, for Provision of Performance Guarantee

We M/s. _____ applying for BOK Tender No. _____

_____, having tender opening

date _____, hereby under take that after announcement of company as successful bidder, we shall be bound to provide to the Bank of Khyber Rs. _____ performance guarantee (issue by schedule Bank only) in favour of the Bank of Khyber, against this tender before execution of contract and purchase order.

Name of Buyer: Name of Seller/Supplier:

Signature: [Seal] Signature: {Seal},

Notary Public: