

**UNIVERSITY OF ENGINEERING AND TECHNOLOGY,
LAHORE**



**REQUEST FOR PROPOSAL
FOR UPS DRY BATTERIES (12V 50AH)**

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Table of Contents

REQUEST FOR PROPOSAL / INVITATION FOR E-BIDS	4
TERMS & CONDITIONS.....	5
INSTRUCTIONS TO BIDDERS (ITB).....	5
Eligible bidders:	5
Cost of Bidding	5
One Person One E-Bid:	5
THE BIDDING PROCEDURE	6
THE BIDDING DOCUMENTS	7
Content of Bidding Documents:.....	7
Clarification of Bidding Documents:	7
Amendment of Bidding Documents:.....	8
PREPARATION OF E-BIDS	9
Language of Bid:	9
Documents Comprising the E-Bid:	9
Bid Form & Price Schedule:.....	10
Bid Prices:	10
Bid Currencies:.....	10
Bid Security	10
Bid Validity	10
Format and Signing of Bid:	11
SUBMISSION OF E-BIDS	12
OPENING AND EVALUATION OF BIDS	13
Opening of Bids:	13
Clarification of E-Bids:	13
Evaluation & Comparison of E-Bids:	13
ELIGIBILITY CRITERIA	13
SELECTION CRITERIA	15
EVALUATION OF TECHNICAL PROPOSALS:	15
EVALUATION OF FINANCIAL PROPOSALS:.....	17
Contacting the Procuring Agency/Confidentiality.....	17

Qualification & disqualification of bidders:	17
Rejection of Bids:	17
Re-Bidding	18
Contracting the Procuring Agency	18
Announcement of Evaluation Report:	19
11. Grievance Redressal:	19
AWARD OF CONTRACT	20
Acceptance of Bid and Award criteria	20
Limitations on negotiations:	20
Notification of Award:	21
Signing of Contract:	21
Corrupt or Fraudulent Practices:	21
Liquidated Damages	22
Contract Amendment:	22
Termination of Default:	22
Blacklisting:	22
Payment:.....	23
Forfeiture of Retention Money/Performance Security:.....	24
Contract Agreement:	25
TERMS OF REFERENCE:	27
General Requirements:.....	27
Functional Requirements:	30
Non-Functional Requirements:	47
ANNEXURE-A	49
ANNEXURE-B	50
ANNEXURE-C	51
ANNEXURE-D	52
ANNEXURE-E.....	53
ANNEXURE-F	54

REQUEST FOR PROPOSAL (E-BIDS)

Sealed proposal on Single Stage two Envelope (Technical & Financial Proposals) basis are hereby invited by the University of Engineering and Technology (UET), Lahore from the Manufacturers/ Authorized Distributors/Importers/Sole Agents of Foreign Principals, well reputed firms/companies having sufficient managerial, technical, financial capabilities to deploy, implement and maintain off the Delivery of UPS Dry Batteries 12V 50Ah for the Datacenter.

The Bidding/Tender documents comprising the Technical & Financial proposal prepared in accordance with the instructions in the tender documents, must be submitted on EPADS on or before **17-03-2025** (Monday) not later than 10:00 a.m. The Technical Proposal will be opened on the same day on EPADS at 10:30 a.m. Manual bids shall not be accepted.

Technical Bid must be accompanied by a bid security of amount of Rs. 32,096/- (Thirty-Two Thousand Ninety-Six) in the form of call deposit receipt (CDR)/Pay Order/Demand Draft in the name of Treasurer, UET Lahore, otherwise the offer shall be rejected for being non-responsive.

The University management may reject all bids or proposals at any time prior to the acceptance of a bid or proposals, as provided under Rule - 35 of Punjab Procurement Rules-2014.

Note:-

1. The E-Procurement shall be carried out through EPADS of Punjab Procurement Regulatory Authority only. All interested applicants are required to register on EPADS to be eligible for participation. Tender Notice/Tender Document containing detailed requirements, terms & conditions is available for the registered bidders on EPADS at punjab.eprocure.gov.pk and Punjab Procurement Regulatory Authority (PPRA) website: ppra.punjab.gov.pk.
2. In case the date of **opening** is declared as a public holiday by the Government or non-working day due to any reason, the opening of **E-Bids will be on next working day at same time.**

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TERMS & CONDITIONS

INSTRUCTIONS TO BIDDERS (ITB)

1. Eligible bidders:

- a. This Invitation for **E-Bids** is open to all prospective Service providers with relevant registration authorities having Income tax/Sale tax/Punjab Sales Tax registered. The bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.
- b. Government-owned enterprises may participate only if they are duly / legally authorized in this regard by the respective / relevant competent forum / authority.
- c. A Bidder shall not have a conflict of interest. Bidders found to have a conflict of interest shall be non-Responsive.
- d. **E-Bids** are invited from well reputed companies/firms such as I.T. Fields experts.

A BIDDER MAY BE INELIGIBLE IF –

- a. The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
- b. The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
- c. The Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

2. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

3. One Person One E-Bid:

- a. As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

- b. No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- c. A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

NOTE: List of required services/requirements with specifications & instructions are attached at the end of the bidding document.

THE BIDDING PROCEDURE

1. **Single Stage – Two Envelopes** Bidding Procedure as per PPRA Rules shall be applied:
 - a. **All the procurement procedures will be done strictly in accordance with the PPRA Rules, 2014 (Amended to date). Single stage / two envelopes bidding procedure shall be applied.** The Document to be uploaded on E-PADS shall be marked as FINANCIAL PROPOSAL and TECHNICAL PROPOSAL in bold and Capital letters. The Financial proposal of **E-Bids** found technically non- responsive shall be returned un-opened to the respective bidders.
 - b. The Procuring Agency/Sub Committee shall evaluate the Technical Proposal, without reference to the price and reject any proposal which does not conform to the specified requirements; during the technical evaluation, no amendments in the technical proposal shall be permitted.
 - c. The Financial Proposals of **E-Bids** shall be opened publicly on E-PADS at a time, date and venue will be announced and communicated to the bidders in advance.
 - d. After the evaluation and approval of the technical proposal, the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted **E-Bids** only.
 - e. The e-procurement process shall be governed under the Punjab Procurement Rules PPRA 2014 (amended to date).

THE BIDDING DOCUMENTS (FMS)

4. Content of Bidding Documents:

- i. The system required, bidding procedures, and Contract terms are prescribed in the bidding documents.

In addition to the Request for Proposal/Invitation for **E-Bids**, the bidding documents shall include as **per Rule 25 (1) & (2) of PPRA Rules 2014**: -

- a. Request for Proposal/Invitation to **E-Bids**
 - b. Instructions to bidders (ITB)
 - c. Bid Evaluation Criteria
 - d. Bidder profile form
 - e. General information form
 - f. Contract Form
 - g. Financial Bid Form
 - h. Affidavit
 - i. Bid Form
 - j. Price Schedule
 - k. Check list
- ii. The “Request for Proposal/Invitation for **E-Bids**” does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the request for Bid and the Bidding Documents listed above, the said Bidding Documents shall take precedence. The bidder is required to examine all instructions, forms, terms, and conditions in the bidding documents.
 - iii. The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

5. Clarification of Bidding Documents:

- i. A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency on E-PADS or in writing at the Procuring Agency’s address mentioned in the Request for Proposal/Invitation for **E-Bids**. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives no later than Seven (07) days prior to the deadline for the submission of **E-Bids** prescribed in the Invitation for **E-Bids**. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the

source of inquiry) shall be sent to all prospective bidders that have received the bidding documents.

- ii. The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of **E-Bids**.

6. Amendment of Bidding Documents:

- i. At any time prior to the deadline for submission of **E-Bids**, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders shall be notified of the amendment in writing or by phone, and shall be binding on them. Any such change/amendment in bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.
- ii. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their E-Bids, the Procuring Agency, at its discretion, may extend the deadline for submission of E-Bids.

PREPARATION OF E-BIDS

7. Language of Bid:

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

8. Documents Comprising the E-Bid:

The bid shall comprise the following components:

- a. The Document uploaded shall indicate the Title of the Document also name and address of the bidder.
- b. The **Technical and Financial properly scanned must be uploaded separately on E-PADS** also clearly show the Bid title and bidder's name and address. Failure to comply with this requirement may result in rejection of the bid and the committee decision in this regard shall be final. **E-Bids** submitted after the prescribed time shall not be entertained.
- c. Only technical proposal will be opened by the Central Procurement Cell (CPC). The financial proposal will be opened by the CPC of responsive / technically successful bidders later on the declared time, place & date. Financial proposal of the non-responsive/ technically unsuccessful bidders will be returned as such to them on that date without opening their financial offers as per PPRA Rules 2014(Amended up to date).
- d. All the pages of technical & financial **E-Bids** should be marked as page. No.
- e. Substandard, **Illegible** & substituted **E-Bids** will not be acceptable.
- f. Tenderer must have NTN Certificate, should be financially sound and well reputed. Bad reputed will not be entertained.
- g. **E-Bids** shall remain valid for a period of **90 Days** after opening of technical bid. A bid valid for a shorter period shall be rejected as non-responsive. Extendable equal to the period of the original bid validity.
- h. Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal).

- i. Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted.
- j. Documentary evidence established in accordance within instruction to bidders that the services to be provided by the bidder are eligible services and conform to the bidding documents, furnished in accordance with instruction to bidders

9. Bid Form & Price Schedule:

The bidder shall complete the Bid Form and an appropriate Price. Schedule furnished in the bidding documents.

A. Bid Prices:

- a. The bidder shall indicate on the appropriate Price/cost Schedule the discount rate on retail price of all services it proposes to provide under the Contract. Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom.
- b. While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

B. Bid Currencies:

Prices shall be quoted in Pak Rupees inclusive of all applicable taxes, unless otherwise specified.

C. Bid Validity:

- a. **E-Bids** shall remain valid for 90 days after the date of opening of Technical Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.
- b. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their **E-Bids** shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- c. Bidders who: (i) agree to the Procuring Agency's request for extension of bid validity shall not be permitted to change the substance of their **E-Bids**; and

(ii) Do not agree to an extension of the bid validity period shall be allowed to withdraw their **E-Bids** without forfeiture of their bid securities (earnest money).

D. Format and Signing of Bid:

- i. The bidder shall prepare and submit its bid. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract.
- ii. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- iii. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

SUBMISSION OF E-BIDS

1. **Deadline for Submission of E-Bid:** The Interested bidders are required to upload their E-Bid (Technical Bid along with documents necessary for qualification & Financial Bid) on E-PADS on or before the Closing time & date as stipulated by the procuring agency.

The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instruction to bidders, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

2. **Late Bid:** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected, and shall be returned unopened to the bidder.
3. **Modification & Withdrawal of Bids:** The bidder may withdraw its bid after the bid's submission and prior deadline to the prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders.

A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.

Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids. No Bid may be modified after the deadline for submission of Bids.

OPENING AND EVALUATION OF BIDS

10. Opening of Bids:

The E-Bids uploaded till stipulated date and time on E-PADS will be opened on the same closing date on time stipulated by the procuring agency, in the presence of bidders or their representative. (Attendance will be marked on E-PADS). The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.

11. Clarification of E-Bids:

During evaluation of the bids, the Procuring Agency may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

12. Evaluation & Comparison of E-Bids:

- a. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.
- b. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.
- c. A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of **E-Bids**.

ELIGIBILITY CRITERIA

Tendering for the project is open to all companies fulfilling the following criteria:-

- i. Company/Firm should offer brand new, genuine Batteries by company capable of meeting the requirements of Computer cell Deptt. Of UET, Lahore.
- The bidding companies/firm must also provide the following information:
- I. Name
 - II. Address
 - III. Registered in Pakistan or represented through a Local Partner
 - IV. For Companies/Firms registered in Pakistan the following information has to be provided:
 - V. Number of years established in Pakistan
 - VI. Total number of employees in Pakistan
 - VII. Number of functional employees
 - VIII. Number of years established globally if applicable
 - IX. Total number of employees globally if applicable

- X. NTN number
- XI. GST number
- XII. PST Registration
- XIII. Company Registration number
- Solution Offered:
 - I. Please specify the complete details of the UPS Dry Batteries (12V 50Ah).
- Please, provide the following information for each project to cover your experience in Sale of Batteries, those closely related to the requirements of this RFP: if applicable
 - I. Name of Client with address
 - II. Sector of client
 - III. Location of client (City, Country)
 - IV. Duration of the project, including start and end dates
 - V. Scope of the project
 - VI. Value of project in Pakistan Rupees
 - VII. Number of client end users
 - VIII. Software/ Solution implemented
 - IX. e-mail address
 - X. Office phone/ Fax number
 - XI. Certificate of satisfactorily performance from end user client
- Please provide the following details of the employees who will be working on the purchase and delivery at UET: if applicable
 - I. Resumes of employees of your company. If Applicable
 - II. In case any member of the implementation team specified in the proposal is not a part of the team at the actual time of implementation, the successful bidder will be required to give the reason in writing, and also provide a written guarantee that the absence of the specific resource would not affect the project in any way. Alternatively the bidder will be required to introduce another skilled professional of similar caliber as member of the implementation team and will also provide the resume of the same.

SELECTION CRITERIA

The lowest financial bid fulfilling/meeting the technical requirements/Evaluation Criteria as well as the terms & conditions of the RFP will be awarded work order.

A Technical Evaluation Criteria:

Evaluation Criteria			Requirement
Tax Registration Certificates			Mandatory
Conformance to the generalized specification of items given in Schedule of Requirement			Mandatory
Affidavit /Bidder's Undertaking on stamp paper			Mandatory
S. No.	Item Name and Description	Marks	Maximum Marks
1	Past Performance/ Experience of the Bidder (Reg. with GST/NTN)	--	10
1.1	1 - 3 year experience	2	--
1.2	4 - 8 year experience	4	--
1.3	9 - 15 year experience	6	--
1.4	Above 15	10	--
2	Relevant Experience	--	10
2.1	1 - 5 year experience	3	--
2.2	6 - 10 year experience	6	--
2.3	11 & above year experience	10	--
3	Financial Position/ Status	--	10
3.1	Last sales tax paid Form	4	--
3.2	Bank Certificate (satisfactory)	2	--
3.3	Statement Worth	4	--
4	Technical Evaluation of quoted items	--	70
4.1	Specifications as per Schedule Requirements (or samples)	50	
4.2	Delivery schedule as per need	5	
4.3	List of clients / where such items delivered	10	
	2-3 Clients	04	
	4-6 Clients	06	
4.4	Guarantee / Warranty (One Year) and Training	05	
TOTAL		--	100

The bidder must provide Verifiable documentary proof against all the mandatory requirement along with the Technical Proposal and no document will be received or considered after opening of the Technical Proposal.

Conformance to the required specification of items given in Schedule of Requirement will be evaluated by the Technical Evaluation Committee. The Qualifying marks are seventy (70).

The supplier will bear all costs associated with the preparation and delivery.

Specification and Schedule of Requirements

Technical Specifications (Supply, Installation, Integration and Commissioning)

The minimum requirements of UPS Dry Batteries (12V 50Ah) are given below. The quoted systems and all other specifications should be equal or higher.

Bidders are required to quote turnkey basis. The quoted specifications should be equal or higher.

Installation, integration and site readiness will be the vendors responsibility.

UPS Dry Battery

Voltage: 12V

Capacity: 50Ah

Temperature Ranges:

Temperature range for Storage: -10^o C - 40^o C

Operating Temperature range: 0^o C - 40^o C

Maximum Charging Current Limit: 30 A

Self-Discharge: The residual capacity should be above 90% after 90 days storage at 25 degree.

No of Cycles @ 50% DoD: 900 Approx.

Lead-calcium-tin alloy:

Stable Quality & High Reliability:

Maintenance-Free Operation:

Low Pressure Venting System:

Sealed Construction:

Long Service Life:

U.L. Component Recognition:

B Financial Proposal

The financial proposal should include all costs to be incurred by the UET for the project (The amount should be quoted in figures and words).

The costs should include:

a. Solution Cost

This cost consists of actual start-up cost of purchasing the software and its licenses if any.

b. Implementation Cost

This is the cost of the implementation of the off-the-shelf solution to meet the requirements of UET.

c. Maintenance & Support Cost

The monthly or annual maintenance/ support cost based on the monthly or annual maintenance and support contract should also be specified. Mode of support in terms of SLA must also be mentioned. If the cost of the maintenance of the configuration/ customization and the off-the-shelf solution is separate this should be clearly specified and the separate costs should be mentioned in the financial proposal.

Note: *All costs must be in Pak Rupees inclusive of all applicable taxes.*

Qualification & disqualification of bidders:

The Procuring Agency shall compile Technical Evaluation Report to determine the responsive/nonresponsive bids. The same shall be communicated to the bidders and uploaded on E-PADS and PPRA website. The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.

13.Rejection and Acceptance of the Tender/Bid

The Procuring Agency may reject all **E-Bids or Proposals** at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of all **E-Bids or Proposals**, but is not required to

justify those grounds. The liability, solely towards bidders who have submitted **E-Bids**. Notice of the rejection of any or all **E-Bids or Proposals** shall be given promptly to the concerned bidders that submitted **E-Bids**. PPRA 2014, Rule-35.

1.1. The Tender / bid shall be rejected if:

- 17.3.1 It is substantially non-responsive; or
- 17.3.2 The bidder does not meet any of the mandatory criteria mentioned in bidding documents; or
- 17.3.3 It does not contain the documentary proof against any of the mandatory criteria mentioned; or
- 17.3.4 **The bid is incomplete, conditional, alternative, late; or**
- 17.3.5 the bidder does not attach Bid Security in Shape of Demand Draft, Pay Order, CDR; or
- 17.3.6 the bid security is not attached or it is less than the required amount; or
- 17.3.7 the Bidder submits more than one Bids against one Tender; or
- 17.3.8 the Bidder tries to influence the Purchase Committee / Contract award; or
- 17.3.9 the Bidder engages in corrupt or fraudulent practices in competing for the Contract award; or
- 17.3.10 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; or
- 17.3.11 the Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

14. Re-Bidding:

If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under Punjab Procurement Rules-2014. The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

15. Contacting the Procuring Agency

- 1.2. No Bidder shall contact the Committee on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.3. Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will disqualify the bidder and rejection of the bid. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

16. Announcement of Evaluation Report

The Procuring Agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of Contract. The report shall be made available on PPRA website and all the bidders shall be informed of this.

17. Grievance Redressal:

Grievance Redressal shall be proceeded are per PPRA Rules 2014.

a. Technical Grievance:

05 (Five) Days from the upload of Technical Evaluation Report on PPRA and E- PADS till opening of Financial Bid.

Financial Grievance:

10 (Ten) Days from the upload of Financial Evaluation Report on PPRA and E- PADS.

- i) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- ii) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5

days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the EPAD and website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).

iii) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.

iv) The Grievance Redressal Committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

AWARD OF CONTRACT

18. Acceptance of Bid and Award criteria:

The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations, or policy of the Provincial Government, shall be awarded the Contract, within the original or extended period of bid validity.

19. Limitations on negotiations:

Negotiations may not relate to the price or substance of tenders or proposals specified by the bidder in his tender, but only to minor technical, Contractual, or logistical details. As guidance only, negotiations may normally relate to the following areas:

- Finalizing the payment arrangements;
- Mobilization arrangements;
- Inputs required from the procuring agency;
- Clarifying details that were not apparent or could not be finalized at the time of bidding;

Negotiations shall not be used to:

- Substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the services;
- Reduce unit rates or reimbursable costs, provided that in case of exceptional circumstances like exorbitant rate, rates higher than prevailing market rates, negotiation may be adopted;
- Reduce work inputs solely to meet the budget; or

- Substantially alter anything which formed a crucial or deciding factor in the evaluation of the Tenders or proposals.

20. Notification of Award:

- i. Before the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder, that its bid has been accepted.
- ii. The notification of the award shall constitute the formation of the Contract.

21. Signing of Contract:

- a. At the same time as the Procuring Agency notifies the successful bidder that its bid has been accepted, the Procuring Agency shall send the bidder the **Contract Form provided in the bidding documents, incorporating all agreements between the Parties.**
- b. Both the successful bidder and the Procuring Agency shall sign with date the Contract on the legal stamp paper worth @ 0.25% of the contract price. If the successful bidder, after completion of all “Codal Formalities” shows inability to sign the Contract then the firm shall be blacklisted. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids as per rule.

22. Corrupt or Fraudulent Practices:

- a) The Procuring Agency requires that the Procuring Agency as well as bidders/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “Corrupt Practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement processor in Contract execution;
 - ii. “Fraudulent Practice” means a misrepresentation of facts to influence a procurement process or the execution of a Contract to the detriment to the Procuring Agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- b) Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; (c) Shall declare a firm ineligible, either in definite or for a stated period of time, to be awarded a

Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract; onus of proof will be on the firm.

23. Liquidated Damages

0.5 % L.D. Charges of the total invoice value per week (i.e 2% L.D. Charges per month) will be deducted for late completion

24. Contract Amendment

No variation in or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency and the successful bidder.

25. Termination for Default

The Committee may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part if:

- a. the bidder fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b. the successful bidder fails to deliver goods and services as per its technical specifications offered in the bid
- c. the successful bidder fails to perform any other obligation(s) under the Contract.
- d. the bidder, in the judgment of the Committee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

26. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract/issuance of supply/purchase order, violates any of the provisions of the Contract/ issuance of supply/purchase order, commits breach of any of the terms and conditions of the Contract/ issuance of supply/purchase order or found to have engaged in corrupt or fraudulent practices in competing for the award of contract/ issuance of supply/purchase order or during the execution of the contract/ issuance of supply/purchase order, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per mechanism provided in Punjab Procurement Rules, 2014.

28. Payment

All government taxes will be deducted at source as per rules.

Payment will be made after withholding all applicable government taxes, the bill will be processed after submission of following documents:

- i. Delivery Challan.
- ii. Original Bill/Invoice.
- iii. PST Invoice.
- iv. Inspection/Completion report (*Satisfactory*).

Payment will be made on availability of funds, if delayed due to any reason, no extra interest/mark up will be accepted or paid.

Payment will be made by UET as per schedule below on completion and satisfactory report from end user department of each module. UET will deduct 10% retention money on all payments to be released after 1 year/warranty period of successful completion of project.

29. Forfeiture of Performance Security

If the Contractor 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, without prejudice to any other right of action / remedy it may have, forfeit retention money/Performance Security of the successful bidder/Contractor.

CONTRACT AGREEMENT

THIS Contract made the Purchase of UPS Dry Batteries 12V,50Ah for UET, Lahore (the "Contract") made and entered into the __ day of ____, 2025 by and

BETWEEN

University of Engineering & Technology (UET), Lahore (hereinafter called the "**Purchaser**").
AND

M/s _____ (Successful bidder) (hereinafter called the "**Contractor**").

WHEREAS the Purchaser invited bids for Procurement of Services for University of Engineering & Technology (UET), Lahore (hereinafter "**the Services**") detail as under.

Sr. No.	Description/Detail	Contract Amount
1.	UPS Dry Batteries 12V,50Ah in accordance with bidding documents/TORs	-----

and training thereof and has accepted a bid by the Contractor for the supply these services.

NOW THE CONTRACT WITNESS AS FOLLOWS

1. The following documents shall be deemed to form and be read and construed as part of this Contract.
 - (a.) The complete bidding documents is part of this contract/agreement;
 - (b.) The Notification of Award/letter of Acceptance;
 - (c.)The Bid and schedules listed in/with bid/proposal;
 - (d.)The Conditions of Contract;
 - (e.)The Required TOR/specifications

This Contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the Documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the Services/Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Contractor, in consideration of the provision of the Services/Goods and the remedying of defects therein, at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

UNIVERSITY OF ENGINEERING & TECHNOLOGY, LAHORE (PURCASER)

Witness

Signature _____

Name _____

Designation _____

CNIC _____

Signature _____

Name _____

Designation _____

Stamp _____

For and on behalf of

M/s _____ (CONTRACTOR)

Witness

Signature _____

Name _____

Designation _____

CNIC _____

Signature _____

Name _____

Designation _____

Company Stamp _____

TERMS OF REFERENCE

Annexure- A Technical Proposal Covering Letter

To

The Convener,

Central Procurement Cell,

University of Engineering and Technology, Lahore.

Dear Sir,

We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes. We have attached the **Technical Bid Form** and the required **supporting documents** along with our Technical Bid.

Yours sincerely,

Authorized Signature(In full and initials)

Name and Designation of Signatory Name of Firm Address

Annexure- B Bid Form

A) Profile of the Bidder:

S#	Particulars	BIDDER
1	Name of the Company	
2	Year of Incorporation	
3	Registered Office	
	Address	
	Office Telephone Number	
	Fax Number/E-mail	
4	Contact Person	
	Name of Authorized	
	Representative Personal Telephone	
	Number Email Address	
5	Registration Detail	
	NTN Registration Number	
	PST Registration Number	

B) Bid Security

S#	Particulars	Please Furnish Details
1	Name of the Bank	
2	Instrument Number and Date	

Annexure- C

AFFIDAVIT/BIDDER'S UNDERTAKING ON THE STAMP PAPER

Ref: **Tender No. 01/2025**

1. We have examined the Tender/Bid Document and we undertake to meet the requirements regarding it, warranty and services as required and are prescribed in the Tender Document.
2. It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with.
3. We have read the provisions of Tender/Bid Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We agree to unconditionally accept all the terms and conditions set out in the Tender/Bid Document
5. We undertake, if our Bid is accepted, to supply the system within the delivery period mentioned in the Tender Document.
6. We understand that no document regarding evaluation criteria will be accepted after opening of the Technical Bids and we are bound to provide all the documentary proofs regarding evaluation criteria or any other supporting document at the time of opening of Technical Bids.
7. We agree that the Central Procurement Cell is not bound to accept the lowest or any of the bids received. We also agree that the Committee reserves the right in absolute sense to reject all the products/ services specified in the Bid Response without assigning any reason whatsoever under PPRA Rules 2014.
8. We also declare that our Company/Organization is not blacklisted by any of the Federal or Provincial Government etc.

Annexure- D

Financial Proposal Form

(to be attached with Financial Proposal)

To

The Convener,

Central Procurement Cell,

University of Engineering and Technology, Lahore.

Dear Sir,

With Reference to your Tender No.1/2025 dated: _____ of procurement of UPS Dry Batteries 12V 50Ah (_____).

Please find attached our Financial Proposal for the sum of Rs. (insert amount in words and figures) _____. This amount is inclusive of all government applicable taxes.

We have attached the Bid Security of amount Rs. _____/- (Rupees:_____ only) against quoted price in shape of CDR, Demand Draft, Pay Order No. along with our Financial Bid.

Yours sincerely,

Authorized Signature(In full and initials)

Name and Designation of Signatory Name of Firm Address

Annexu- E Price Schedule

(Please attach this page along with Financial Bid or quote rates on the Letter Head of the Bidder)

(TO BE ATTACHED WITH TECHNICAL BID)

ANNEXURE-F

FORMAT FOR COVERING LETTER

To

(Name and address)

SUB: _____.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said solution on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the purchaser.
- c) We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the (insert name of the Purchaser), incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company meets all the prescribed criteria indicated on your tender document. The details are as under:

Authorized Signatures with Official Seal