



Ministry of Information Technology & Telecom
Government of Pakistan



REQUEST FOR PROPOSAL

Supply of batteries for UPS

IGNITE/BATT-UPS/2021-22/0049

Date May 21, 2022

IGNITE

Ministry of Information Technology & Telecom
Government of Pakistan

**IGNITE National Technology Fund, 3rd Floor, TF Complex, 7 Mauve
Area, G-9/4, Islamabad**

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16 batteries of following specification are required:	25
• Compatible with deutsche elektra 6000 VA UPS	25
• Size compatible with model.npg-100-ft (To fit in rack).....	25
• 12V-100Ah.....	25
• DC Power, Constant Voltage Charge	25
• Deep Cycle	25
• Temperature range: Operation(maximum) : -20c to 50c.....	25
• 12 years design life.....	25
• Comply with IEC, IEEE, UL, EN, CE standards	25
• Low self-discharge rate	25

**PART A – DEFINITIONS, INSTRUCTIONS &
INFORMATION FOR BIDDERS**

1 Mandatory Eligibility Criteria Checklist

Before the bidders submit their proposals within the stipulated time mentioned in this Request for Proposal document, bidders are required to make sure that following mandatory requirements of this RFP document are fulfilled **These requirements must be furnished at the time of submission of Proposal. Non-submission of any one of the following applicable requirements shall result in disqualification:**

#	Mandatory Eligibility Criteria Checklist	Mark ☑ / ☒
1.	Proof of Certificate of Incorporation or Registration or equivalent	
2.	Proof of NTN Certificate (If Applicable, please check ☑ , otherwise put a Cross ☒ in the Mark Column)	
3.	Proof of GST Certificate (If Applicable, please check ☑ , otherwise put a Cross ☒ in the Mark Column)	
4.	Proof of FTN certificate /Tax exemption certificate (<i>for public sector entity</i>), (If applicable, please check ☑ , otherwise put a Cross ☒ in the Mark Column).	
5.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization.	
6.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that the bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. Tax payer list serial number (downloadable from FBR's website) is also to be mentioned.	
7.	<u>Two separately sealed envelopes:</u> <u>Envelope #1 shall clearly bear the name "Supply of batteries for UPS"</u>	

	<p>Two hard copies of Technical Proposal, one marked as Original and one marked as Copy* must be submitted. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form.</p> <p>*Additional hard copy of Technical proposal is not a mandatory requirement.</p>	
8.	<p><u>Envelope #2 shall clearly bear the name “Financial Proposal for Supply of batteries for UPS”</u></p> <p>Financial Proposal must be submitted in one hard copy in MS Excel format. (The hard copy of financial proposal must be sealed in Envelope # 2 and should not be part of technical proposal in any form).</p>	
9.	<p>Affidavit on letter head that bid security in the required form and manner is enclosed with the financial proposal.</p>	

Note: Bidders are required to submit filled, signed & stamped copy of the above checklist along with the Proposal. All of the supporting documents of the mandatory eligibility criteria shall be attached with checklist in same section of the technical proposal. Requirement No. 5 & 6 above, are required to be submitted on separate stamp papers, and requirement # 09 on a separate letterhead.

2 Definitions

This is Request for Proposal, unless the context provides otherwise:

- a. **“Agreement”** means “an agreement concluded between Company and the Successful Bidder”. (See Annexure B).
- b. **“Board”** means the Board of Directors of the Ignite.
- c. **“Bidder”** means “any company/firm who has responded to this RFP by submitting a formal proposal/bid.
- d. **“Company”** means Ignite registered under Section 42 of the Companies Ordinance, 1984, with its office at 3rd Floor, TF Complex, 7 Mauve Area G-9/4, Islamabad.”
- e. **“Date of Issue”** means “the date on which this RFP is issued by Company to solicit bids from potential bidders for Organizational Transformation.”
- f. **“Day”** means calendar day.
- g. **“Regular Staff”** means “permanent/full time staff employed by the successful bidder to perform the services or any part thereof”.
- h. **“Request for Proposal (RFP)”** means set of documents prepared by the Ignite, to solicit proposal, which consists of definition, instructions for bidders, ToR, evaluation criteria, forms for providing information and draft contract.
- i. **“Scope of Work”** means “the description of formal work activities under this RFP to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Company.”
- j. **“Successful Bidder”** means “a bidder who has been awarded the contract pursuant to this RFP and who shall be responsible to complete assignments as enlisted in the Scope of Work and further quantified under the Scope of Work”.
- k. **“Terms of Reference”** (ToR) means that part of Bidding Document which explains the scope of work, activities, tasks to be performed, evaluation criteria, respective responsibilities of the bidder as well as expected results and deliverables of the assignment.

IGNITE (The Company)

Ignite (The Company) has been incorporated with the Securities and Exchange Commission of Pakistan (SECP) under Section 42 of the Companies Ordinance, 1984 by the Ministry of IT & Telecom, Government of Pakistan (hereinafter referred to as the “Company” and/or “Ignite”). The Company is mandated to fund research and development in Information and Communication Technology (ICT) with the vision to transform Pakistan’s economy into knowledge based economy by promoting efficient, sustainable and effective ICT initiatives through synergic development of industrial and academic resources. More details about the Company are available at <http://www.ignite.org.pk>

3 Instructions for Bidders

This document contains all the information pertinent to our solicitation, and governs the preparation and submission of proposals. The technical & financial forms to be filled by bidder for the assignment are annexed with this RFP document. Proposals must be submitted by the deadline, completed on the formats provided by the Company, with supporting documents, according to the guidelines given in the document titled **Instructions & Information for Bidders**. The proposals will be evaluated by a Bid Evaluation Committee (BEC) constituted by the company. The selection of bidders will be on quality and cost-based selection methodology as provided in the bidding document.

4 Solicitation Document

4.1 Contents

The bidder is expected to examine all instructions, general conditions, forms, terms and specifications contained in the RFP document and its annexures. Failure to comply with instructions will be at the bidder’s risk and may affect the evaluation of the proposal. Proposals that do not comprehensively address the scope of work/ToR and requirements may be rejected. Inability to comply with the corresponding instructions, general conditions of contract, terms and specifications may lead to rejection of proposal.

In the event of non-compliance with the ToR of the RFP document and obligations contained in the agreement, the Company may terminate the agreement by providing 02 month written notice to the successful bidder without any further obligation or compensation on the part of the Company.

5 Preparation of Proposal

5.1 Language of the Proposal

The proposals prepared by the bidders and all correspondence and documents relating to the proposal exchanged between the bidders and the Company shall be in writing and in English Language.

5.2 Proposal Currency

All prices shall be quoted in Pak Rupees (PKR) and all payments will be made in PKR.

5.3 Period of Validity of Proposal

Proposals shall remain valid for 90 days from the date of advertisement as provided in the RFP document. In exceptional circumstances, Company may solicit the bidder's consent to an extension of the period of validity without any material changes in the bidding document.

5.4 Supporting Documents

While preparing the Technical Proposal, the bidding firm shall ensure that it provides the Company with documentary evidence. Since the evaluation committee will evaluate the bids solely on the basis of the documentary evidence submitted in accordance with the technical evaluation criteria.

5.5 Cost of Preparing Proposal

The costs of preparing the proposal and of negotiating any subsequent funding, including visits for discussion with the Company are not reimbursable.

5.6 Proposal Documents

The bidding document in binder form with serial number of each page should comprise the following:

Technical Proposal

The Technical Proposal is to consist of the following:

- a) **Checklist** (Mandatory Documents required with the Proposal) – Page 2
- b) Technical Proposal Submission *Form B1*
- c) Firms/Bidders Profile - *Form B2*
- d) Firm's competence and experience in completing projects of a similar nature in a timely and efficient manner - *Form B3*
- e) Proposed methodology and time line - *Form B4*

Technical Proposal should detail the capability and experience of delivering the services specified in the ToR. Bidder should submit details of maximum five of their most relevant/similar nature assignments for technical evaluation using the prescribed format.

Technical proposal should not contain any financial information. Cost and financial estimates need to be provided in a separate sealed envelope clearly indicating Financial Proposal.

Financial Proposal

5.7 Bid Security

The Financial Bids must be accompanied with the bid security @ 5% of the total bid in the form of Call Deposit/Bank Draft/Bank Guarantee (refundable) drawn in favor of IGNITE-National Technology Fund (FTN/NTN: 2939308-6). Any reference/inclusion of the bid security in the Technical Bid will lead to disqualification. However, as mentioned earlier in Section 2, all bidders are required to submit an affidavit on letter head along with Technical Bid that Bid security in the required form and manner is enclosed with the financial proposal.

5.8 Taxes

The quoted costs should be inclusive of all applicable (direct & indirect) taxes. The financial bid will be scored based upon the bid amount inclusive of all taxes.

5.9 Format and signing of proposal

The proposal shall contain no interlineations, erasures, or overwriting, except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by bidder's authorized person. The proposals shall be clear and elaborate.

Different parts of the proposals shall be separated using color separators, flags or tags.

Note: *The technical proposal must not contain any pricing information whatsoever on the services being offered. Non-compliance may lead to rejection of the proposal.*

6 Submission, Receipt, and Opening of Proposal

6.1 Proposals will be accepted and evaluated using One Stage, Two Envelope Procedure. (Separate sealed envelopes of technical and financial proposals)- **Annexure-A**.

6.2 The original proposal shall contain no interlineations or overwriting. All pages of the proposals (Technical & Financial) must be numbered. Submission letters for both Technical and Financial Proposals should respectively be in the attached format (Form B1 & CI) in separate envelopes.

6.3 The bidder's Organization Head or an authorized representative on his/her behalf shall initial and stamp all pages of the original Technical and Financial Proposals. In case of latter, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

6.4 Hard copies of the Technical Proposal shall be sent to the addresses referred in the document. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

6.5 Bidder is required to submit one original and one hard copy of Technical Proposal along with all supporting documents.

6.6

6.7 The Technical Proposal shall be placed in a sealed envelope **clearly marked "TECHNICAL PROPOSAL"**. Similarly, the Financial Proposals shall be placed in separate sealed envelopes clearly marked **"FINANCIAL PROPOSAL"** followed by the name of the assignment "Supply of batteries for UPS" with a warning **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL"**. The envelopes containing the Technical and Financial

Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the assignment mentioned in this document and clearly marked “**DO NOT OPEN BEFORE SUBMISSION DEADLINE**”. Ignite (The Company) shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and / or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposals are not submitted in separate sealed envelopes duly marked as indicated above, this will constitute grounds for declaring the Proposals ineligible.

The Proposal must be sent to the following address and received by the Company not later than the time and the date indicated in RFP document:

Title/Position:	Manager Procurement
Telephone:	+92-51-910 7441-6 Ext. 135
Cell:	+92-306-199-1234
Facsimile:	+92-51-910-7447
Email address:	procurement@ignite.org.pk
Official Postal address:	Ignite 3rd Floor, TF Complex, 7 Mauve Area, G-9/4 Islamabad, Pakistan.

6.8 Bidders must submit their response to the Company by registered post/ courier or by hand to the official postal address of the Company before or on submission deadline mentioned in the RFP document.

6.9 Any proposal received by the Company after the deadline for submission shall be returned unopened.

6.10 Company reserves the right to accept or reject all of the proposals submitted at any time in accordance with applicable PPRA rules.

6.11 Company shall open the Technical Proposal thirty minutes after the submission deadline. The envelopes with the Financial Proposal shall remain sealed and securely stored in the custody of Company.

6.12 Key Activities & Timeline

The tentative timeline set out herein represent the Company’s best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days. The approximate contract schedule is as follows:

#	ACTIVITY	TIMELINE
1	RFP Issuance	May 21, 2022
2	Deadline for receiving queries / questions	May 25, 2022
3	Response to queries/questions related to RFP	May 27, 2022
4	Proposal Submission Deadline	June 06, 2022 @ 1100 Hours
5	Opening of Technical Proposals (in front of bidders present at 3rd Floor 7 Mauve Area, TF Complex, G-9/4, Islamabad)	June 06, 2022 @ 1130 Hours
6	Opening of Financial Proposals (in front of bidders present at 3rd Floor 7 Mauve Area, TF Complex, G-9/4, Islamabad)	Manager Procurement will communicate date & time to technically qualified bidders
7	Award of Contract	TBC

7 Proposal Evaluation

7.1 From the time the Proposals are opened to the time evaluation report is announced, the bidders should not contact the Company on any matter related to its Technical and/or Financial Proposal. Any effort by the bidder to influence the Company in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the bidder's Proposal. However, the Company may contact the bidder for seeking clarification of any aspect of technical proposal or demand any missing information.

7.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

7.3 Overall evaluation shall be carried out based on weighted average methodology wherein technical evaluation will carry 50% and financial evaluation will carry 50% weightage.

8 Evaluation of Technical Proposals

8.1 During the technical evaluation no amendments in the proposals shall be permitted. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the RFP document. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the eligibility criteria or if it fails to achieve the minimum qualifying technical score indicated in the RFP document. The Bidders who obtain at least 35 out of 50 marks in technical evaluation criteria will qualify and financial proposals would be opened only for technically qualified Bidders.

8.2 Financial proposals of those Bidders obtaining less than 35 marks out of 50 in Technical Evaluation shall remain un-opened and will be returned to the Bidders. An evaluation committee appointed by the Company will evaluate the technical proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

S#	Technical Evaluation	Total Marks	Sub Marks
a.	Firm Profile (Registered age, Location, Number of Employees and Financial position) – (Form B2) <ol style="list-style-type: none"> 1. Registered Age, Number of Employees, Goodwill 2. Financial Position 3. Client list 	14	06 04 04
b.	Firm’s competence and experience in completing projects of a similar nature in a timely and efficient manner - (Form B3) <ol style="list-style-type: none"> 1. Experience of successfully completed similar assignments 	06	06
c.	Proposed methodology and time line – (Form B4) <ol style="list-style-type: none"> 1. Warranty claim procedure and timeline 2. Quality of equipment 3. Timeline for Supply of batteries for UPS (weeks) 4. Covering all requirements 	30	06 12 07 05
Total Marks		50	
Minimum qualification score (70%)		35	

Note: It is the responsibility of the bidders to ensure provision of sufficient documents to the company, along with the proposal, to evaluate the bids solely on the basis of the documentation submitted.

9 Financial Proposals

9.1 After the evaluation and approval of technical proposal, the Company shall inform the bidders, who have submitted proposals, the technical scores obtained by their Technical Proposal and shall notify those whose Proposal did not meet the minimum qualifying score or were considered non responsive, that their Financial Proposals will be returned unopened after

completing the selection process. The Company shall simultaneously notify in writing bidders that have secured the minimum qualifying technical score, the date, time and location for opening the Financial Proposals, within the bid validity period. Bidder's attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested bidder sufficient time to make arrangements for attending the Financial opening.

9.2 Before opening of financial bid, technical score of qualified bidder(s) shall be read aloud during financial bid opening session.

9.3 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, all activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

9.4 Quality and Cost Based Selection (QCBS) method will be used for evaluation of proposal. The lowest evaluated Financial Proposal will be given the maximum financial score of 30 points.

10 Combined Score

10.1 Technical Score (St) of qualified bidder shall be added to financial score.

10.2 Financial Score (Sf) shall be calculated as follows: (Lowest bidder's total cost/bidder's total cost) x 50.

10.3 Combined Score (Total Score) = St + Sf

10.4 All bidders will be ranked based upon the combined technical and financial score.

11 Availability of Management Team

11.1 The successful bidder is bound to provide the services of the professional staff proposed in technical proposal. In case of non-availability of any proposed professional staff during the contract period, the bidder will provide valid reason and documentary justification. The bidder is bound to provide the substitute professional staff with same technical strength with no delay after mutual agreement of both parties i.e. the bidder and the Company.

11.2 No member of Management Team including Project Leader should be a proposed team member in any other bid (currently invited or under review for selection purposes) submitted to the Company for another project.

12 Award of Agreement

After completing required documentation / process the Company shall award the Agreement to the selected bidder (highest ranked). After agreement signature, the Company shall return the unopened Financial Proposals of the non-responsive bidders.

13 Confidentiality

The Company shall keep all information regarding the bid evaluation confidential until the time of the announcement of the evaluation report under PPRA Rule no. 41.

14 Conflict of Interest

Without limitation on the generality of the foregoing, bidder shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

a. Conflicting assignments

- The bidder (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment to be executed for the same or for another Client.

b. Conflicting Relationships

- The bidder (including its Personnel) or any of its affiliates that has a business or family relationship with a member of the Company Board, Management, or staff who is directly or indirectly involved in the preparation of Terms of Reference, selection process of third party evaluation services and/or supervision of the Agreement may not be awarded an Agreement unless conflict stemming from this relationship has been resolved in a manner acceptable to the Board throughout the selection process and the execution of the Agreement.

- The bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest, or that may reasonably be perceived as having this effect by notifying the Company in writing. Failure to disclose said situations may lead to disqualification of the bidder or the termination of its Agreement.
- Current employees of the Company shall not work as and for the bidder.

15 Fraud and Corruption:

15.1 The Company requires the bidder/s participating in provision of Service/s to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, Company defines, for the purpose of this paragraph, the terms set forth below as follows:

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any employee of the Company in the selection process or in agreement execution;

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;

15.2 “Collusive practices” means a scheme or arrangement between two or more with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

“Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of an agreement. The Company will reject a proposal for award if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question. The Company may also impose penalties on the bidder, declaring it ineligible, either indefinitely or for a stated period of time, for Company funding, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Company funded project.

15.3 The Company will have the right to inspect the bidding firm’s accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Company.

16 Clarification Request/Amendment

16.1 The bidder can request a clarification in RFP document up to the date indicated in the RFP document. Any request for clarification must be sent in writing, or by standard electronic means to the Company's e-mail address indicated in the RFP document. The Company will respond in writing or by standard electronic means and may place responses on the Company's website under FAQ's for understanding of all potential bidders.

16.2 At any time before the submission of Proposals, the Company may amend the RFP document by issuing an addendum in writing or by standard electronic means. The addendum shall be published in the local newspaper and uploaded at PPRA & Company web site, and revised RFP document will be uploaded on Company's Website and PPRA web site.

PART B - TERMS OF REFERENCE

17 Overview

Company invites proposals from qualified, registered and well reputed companies for “**Supply of batteries for UPS**” as per guidelines mentioned in this RFP.

Terms of Reference

1. Delivery of equipment as per details mentioned in **Annex B**.
2. Original quality products as per desired specifications.

18 Outputs/Deliverables

Deliverable 1: Delivery and installation of batteries as per requirements mentioned in this RFP at Ignite office.

Deliverable 2: At least one-year warranty.

**PART C – FORMS TO BE SUBMITTED WITH THE
PROPOSAL**

Technical Proposal - Standard Forms

B1. Technical Proposal Submission Form

B2. Firms/Bidders Profile

B3. Firm's competence and experience in completing projects of a similar nature in a timely and efficient manner

B4. Proposed methodology and time line (If applicable)

B1. Technical Proposal Submission Form

[Location, Date]

To:

Manager Procurement

Ignite (The Company)

3th Floor, TF Complex, 7 Mauve Area,

G-9/4, Islamabad, Pakistan.

Tel: +92-51- 910-7441-46

Cell: +92-306-199-1234

Fax: +92-51- 910-7447

Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide the services of “XXXX” in accordance with your Request for Proposal dated [ADVERTISEMENT DATE]. We are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal sealed under a separate envelope.

Our Technical Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, which is 90 calendar days from the date of advertisement.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

B2. Firms/Bidders Profile

S #	Criteria	
1	Profile of the agency: i. Registered age of Company ii. Names of Managers/ Owners/ CEO/ Directors/ Partners	
2	Financial Position i. Name of Banks ii. Certificate of Financial position iii. Copy of audited Annual Accounts (of last 3 years) iv. Tax Registration (NTN/STN/FTN)	
3	Clientele	

B3. Firm's competence and experience in completing projects of a similar nature in a timely and efficient manner

Name of Client	Name of Assignment/ Project	Period of Assignment/ Project	Value of Assignment / Project	Present Status of the Assignment/ Project

C1. – Financial Proposal Submission Form

[Location, Date]

To:

Manager Procurement

Ignite (The Company)

3th Floor, TF Complex, 7 Mauve Area,
G-9/4, Islamabad, Pakistan.

Tel: +92-51- 910-7441-46

Cell: +92-306-199-1234

Fax: +92-51- 910-7447

Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide services for provision of **“XXXX”** in accordance with your Request for Proposal dated [ADVERTISEMENT DATE] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on our company, our sub-contractors and collaborations under the Pakistani law.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, which is 90 calendar days from the date of advertisement.

Though included in the above mentioned fee, Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount in Pak Rs.	Purpose of Commission or Gratuity
-------------------------------	-------------------	--------------------------------------

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure A

One Stage Two Envelope Procedure for Bidding

Public Procurement Rules 2004

Single stage - Two envelope procedure:

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) The envelopes shall be marked as “**FINANCIAL PROPOSAL Supply of batteries for UPS**” and “**TECHNICAL PROPOSAL Supply of batteries for UPS**” in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked “**TECHNICAL PROPOSAL Supply of batteries for UPS**” shall be opened;
- (iv) The envelope marked as “**FINANCIAL PROPOSAL Supply of batteries for UPS**” shall be retained in the custody of the procuring agency without being opened;
- (v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which do not conform to the specified requirements;
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (viii) 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 bids only**. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- (ix) The bid found to be the lowest evaluated bid shall be accepted.

Annexure B

16 batteries of following specification are required:

- Compatible with deutsche elektra 6000 VA UPS
- Size compatible with **model.npg-100-ft** (To fit in rack)
- 12V-100Ah
- DC Power, Constant Voltage Charge
- Deep Cycle
- Temperature range: Operation(maximum) : -20c to 50c
- 12 years design life
- Comply with IEC, IEEE, UL, EN, CE standards
- Low self-discharge rate

AGREEMENT FOR SUPPLY OF BATTERIES FOR UPS

This Agreement for Supply of batteries for UPS (the “**Agreement**”) is made at Islamabad on this _____:

By and Between

The **National ICT R&D Fund**, a company registered under section 42 of the repealed Companies Ordinance, 1984, (now Companies Act 2017) with its office at 3rd Floor, Mauve Area, TF Complex, G-9/4, Islamabad, Pakistan (hereinafter referred to as the “**Company**” which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and permitted assigns), of the One Part;

And

(**Insert Name**) at (insert address) (hereinafter referred to as the “**Supplier**”) which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and permitted assigns), of the Other Part.

The Company and Supplier may hereinafter be individually referred to as “**Party**” and collectively as the “**Parties**”.

WHEREAS the Company wishes to avail services of the “Supply of batteries for UPS” for the financial year 2022-23;

WHEREAS the Supplier is carrying a business with respect to Supply of batteries for UPS;

AND WHEREAS, the Company has accepted the bid submitted by Supplier against (insert number).

NOW, THEREFORE, the Parties have agreed to the terms and conditions, for the purpose aforesaid, as follows:

Services by the Supplier

1. The Supplier shall deliver to the Company fifteen (16) Batteries, with a warranty of three years hardware replacement (the “**Requisite Items**”) as listed in Annexure-A-1 with all necessary care, diligence, honesty and integrity and with generally accepted standards of good practice and professional standards.

2. The Supplier agrees to provide the Requisite Items to the Company with accordance with the proposal submitted by the Supplier on (insert date)
3. The Supplier shall have to deliver at its own cost any and all the Requisite Items as required from time to time and on need basis at the official premises of the Company.
4. The Supplier shall be responsible to provide the Requisite Items on the quotations and price list agreed between the Parties and attached herewith as Annexure-A-1.
5. The Supplier shall be responsible for full replacement of all defected, tampered and/or Dead on Arrival (“DOA”) items and will provide immediate replacement within 15 days, of all such devices.

Representations and Warranties

6. The Supplier represents, warrants and undertakes that:
 - a) the Requisite items provided shall totally and entirely conform to the terms of the Agreement;
 - b) if required, obtain all governmental consents, permits, approvals and specifications necessary for the timely provisioning of the Requisite Items;

Term

7. This Agreement shall remain valid till (insert date) unless otherwise terminated by the Parties in accordance with clause 11 of this Agreement. The amount of charge per unit item as quoted in Annexure-A-1 by the Supplier shall remain valid till expiry of the duration of this Agreement which is till (insert date).

Payment Schedule

8. Upon submission of proper invoice(s) by the Supplier against the Requisite Items delivered to the Company, payment shall be made in accordance with the payment plan of the RFP.
9. Payment shall be subject to deduction of all the applicable taxes in accordance with the rules applicable at the time of payment.
10. The company shall have the right to return any Requisite Item not meeting the quality required by the Company or in case it does not comply with the samples provided by the Supplier.

Term of Agreement

11. The duration of this Agreement is till (insert date) starting from (insert date) (in accordance with the letter of intent dated (insert date)). The Parties if needed, may upon mutually discussion, extend the Agreement for another term on the same terms and condition and payment agreed.

Termination of Agreement

12. The Company reserves the right to terminate or suspend this Agreement at any time with or without cause, by giving ten (10) days notice to the Supplier in writing. The Supplier shall be entitled to receive just and equitable compensation of any satisfactory services completed prior to the date of suspension or termination. Should the Supplier desire to terminate this Agreement, written notice of thirty (30) days shall be required.

Successors and Assigns

13. The Supplier shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement to a third party without consent of the Company. If the Supplier fails to comply with the above condition, the Company may, at its option, terminate this Agreement for causes as provided above.

Extent of Agreement/ Modification

14. This agreement, together with all attachments and addenda (if any), represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or addition by written instrument duly signed by both parties hereto.
15. In case of conflict among the main body of the Agreement and attachments, the terms of this Agreement or any addenda attached thereto shall prevail.

Force Majeure

16. Neither Party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of its obligations under this Agreement if the delay or failure was beyond that Party's reasonable control (including fire, flood, explosion, epidemic, riot, civil commotion, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement).

17. A Party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out in Clause 16 must notify the other Party of the nature and extent of the circumstances in question as soon as practicable.
18. This Clause 16 shall cease to apply when such circumstances have ceased to have effect on the performance of this Agreement and the Party affected shall give notice to the other Party that the circumstances have ceased.
19. If any circumstance relied on by either Party for the purposes of this Clause 16 continues for more than fifteen (15) days, the other Party shall be entitled to terminate this Agreement by giving fifteen (15) days' notice.

Indemnity:

20. The Supplier shall fully indemnify and hold the Company harmless, from and against all claims, damages, liabilities, losses and expenses, whether direct or indirect, or personal injury or death of persons or damage to property arising out of (i) any negligence or international act or omission by the Supplier or its employees, personnel, agents etc, in connection with the Agreement, or (ii) arising out of or in connection with the performance of its obligations under this Agreement. "Death or Injury" includes the death of or any injury to, or the contracting of any disease or illness, physical or mental, or the suffering or mental shock or any analogous condition, by the person concerned. "Damage" means the loss or destruction of or damage to or the permanent or temporary, partial or complete loss of the use of property.

Compliance with Laws

21. The validity of interpretation and construction of this Agreement and of each part hereof shall be governed by the Laws of Pakistan. The Supplier shall comply with all applicable laws of Pakistan.

Arbitration

22. Any dispute, controversy or claim arising out of or in connection with this Agreement shall be resolved by Parties hereto through mediation. If dispute(s) remain unresolved by mediation, they shall be finally settled by arbitration to be held under the Arbitration Act, 1940. The number of arbitrators shall be three (03) unless otherwise mutually agreed by the Parties. The venue of the arbitration shall be Islamabad, Pakistan. The award made by the arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.
23. Notwithstanding any provision to the contrary in this Agreement, this section shall survive any expiration or termination of this Agreement or any other provision hereof, and upon such event shall take effect as an independent arbitration agreement/jurisdiction clause.

Miscellaneous

- 24. No alteration, waiver or change in any of the terms of this Agreement will be effective unless made in writing and duly executed by an authorized officer or representative of the Company and the Supplier.
- 25. The failure or delay of either Party in exercising any of its rights provided for in this Agreement shall not be deemed to be a waiver of such rights, or any of its other rights under this Agreement, nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter. Any waiver must be given in writing and signed by the Party waiving its rights.
- 26. Both Parties shall act as independent contractors with respect to one another. Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the Parties.
- 27. The Parties shall not, either during the term, or after the expiration of this Agreement, disclose any proprietary or confidential information relating to the Services, this Agreement, or business or operations without the prior written consent of the concerned Party, unless such disclosure is required by law or regulation. The Parties agree that they will use best efforts to ensure that their subcontractors and personnel are bound by and comply with the requirement of confidentiality set out in this clause.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year hereinbefore mentioned, by their duly authorized representatives and in the presence of the undersigned witnesses.

For and on behalf of **The Company**

For and on behalf of **The Supplier**

By: Asim S. Husain

By:

Title: Chief Executive Officer

Title:

CNIC:

CNIC:

Date:

Date:

Witness - 1

Name: _____

Designation: _____

Signature: _____

CNIC: _____ - _____ - _____

Witness - 2

Name: _____

Designation: _____

Signature: _____

CNIC: _____ - _____ - _____

Witness - 1

Name: _____

Designation: _____

Signature: _____

Signature: _____

CNIC: _____ - _____ - _____

CNIC: _____ - _____ - _____

Witness - 2

Name: _____

Designation: _____

Signature: _____

CNIC: _____ - _____ - _____