



Tender Fee: Free of Cost

## **Bidding Document**

**for**

# **Tender for Supply, Installation and Commissioning of UPS Batteries**

**Bid No. HBFC/HOK/GSD/2023/09**



**Invitation for Bids (IFB)**

**Tender for Supply, Installation and Commissioning of UPS Batteries**

HBFC invites sealed bids for supply, installation and commissioning of UPS batteries.

Bids will be evaluated separately in terms of Rule 36 (a) of Public Procurement Rules-2004 i.e., "Single stage-one envelope procedure". Bidding documents containing related details such as specifications and scope of work etc. can be downloaded Free of Cost from HBFC website i.e., [www.hbfc.com.pk](http://www.hbfc.com.pk).

Bids prepared in accordance with the instructions in the bidding documents must reach at address given below on or before **April 25, 2022 at 11:00 am**. Proposals will be opened on same day at **11:30 am** in the presence of bidders, representatives (who choose to attend) at the address given below. Bidders will be required to submit 02% Bid Security along with their bid in shape of Pay Order / Demand Draft in favor of HBFC. Late/ incomplete/ conditional bids will not be entertained. In case of any holiday, bids will be opened on next working day at the time cited above:

HBFC reserves the right to accept or reject any or all bids in accordance with relevant clause of Public Procurement Rules (PPR-2004).

**Head - General Services Department**  
House Building Finance Company Limited  
3rd Floor, FTC Building, Shahrah-e-Faisal, Karachi  
Tel: 021-35641752



## General

### 1. Scope of Bid

House Building Finance Company Limited (HBFC) invites sealed bids from tax registered eligible bidders who can Supply, Install and Commission 64 Units of Dry UPS Batteries of 12V, 40Ah, completed in all respect.

Bidder/Firm, who is black listed by any government organization will not be eligible to participate in the bidding/procurement process.

### 2. Cost of Bidding

The Bidder will bear all costs associated with the preparation and submission of its bid and HBFC will in no case be responsible or liable for those costs.

## Bidding Documents

### 3. Contents of Bidding Documents

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. 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 will be at the Bidder's risk and may result in the rejection of its bid.

### 4. Amendment of Bidding Documents

i. At any time prior to the deadline for submission of bids, HBFC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

ii. Amendments will be provided in the form of Addenda to the bidding documents, which will be sent in writing to all prospective Bidders that received the bidding documents from the Company. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the Bidder in its bid will have taken the amendments contained in such Addenda into account.

iii. In order to offer prospective Bidders reasonable time in which to consider the amendment in preparing their bids, the Company may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPRA-2004.

## Preparation of Bids

### 5. Bid Prices

All bids will be quoted in Pak Rupee. Bids in any other currency will be rejected. The price quoted would be inclusive of all taxes levied by the local Authority/ Provincial Government/ Federal Government at the time of submission of bids. Any subsequent change in applicable direct/ indirect taxes/ duties levied by the government will accordingly be adjusted.

### Submission of Bids

#### 6. Deadline for Submission of Bids

- i. Bids must be received at the address specified in Bid Data Sheet not later than the time and date specified in the Bid Data Sheet.
- ii. HBFC may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Company and the bidders previously subject to the original deadline will then be subject to the new deadline.
- iii. In case of any holiday, bids will be opened on next working day at the and place mentioned in the Data Sheet.

#### 7. Late Bid

Any Bid received by the Company after the deadline will be returned unopened to the Bidder.

### Bids Opening and Evaluation

#### 8. Bid Opening

HBFC will open all bids in public, in the presence of bidders' representatives who choose to attend at the time, date and place specified in the Bid Data Sheet. Bidders' representatives will sign an attendance sheet as proof of their attendance.

#### 9. Correction of Errors

HBFC for any arithmetic errors will check bids determined to be substantially responsive. HBFC, on the following basis will rectify arithmetical errors:

If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail, and the total price will be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail. The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, will be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.

#### 10. Bid Security

All bidders are required to submit 02% Bid Security along with their bid in shape of Pay Order / Demand Draft in favor of HBFC. No bid will be considered as valid unless the Bid Security accompanies it. No interest will be payable by the HBFC on this deposit. Bid Security will be refundable on completion of bidding process or the award of contract to the successful bidder.

### Award Criteria

#### 11. Award Criteria

The Purchase Order will be awarded on the most advantageous bidder(s) whose bid(s) have been found who have emerged as financially lowest as per the financial proposal format.

#### 12. Company's Right to Reject All the Bids

The Company reserves the right to annul the bidding process and reject bids at any time prior to award of contract as per PPRA Rules.



### **13. Code of Conduct**

It is the Company's policy to require that Consultant/ Service Providers, Suppliers, and Contractor under Company-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Under Rule 19 of PPRA-2004, the Company can blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action will be duly publicized and communicated to the PPRA.

### **14. Integrity Pact**

Pursuant to Rule 7 of PPRA-2004, bidders will be required to sign an Integrity Pact in accordance with prescribed format attached at **Annexure - B**.

### **15. Overriding Effect of PPRA-2004**

Wherever, in conflict with these documents the stipulation of PPRA-2004 will prevail.

**Bid Data Sheet**

The following specific data for services to be acquired will complement, supplement or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein will prevail over ITB.

<b>Instructions to Bidders (ITB)</b>	
<b>S#</b>	<b>Details</b>
1.	<b>Tender for Supply, Installation and Commissioning of UPS Batteries</b> Ref No. HBFC/HOK/GSD/2023/09
2.	<b><u>Contact Information and Communication</u></b> The contact detail for all correspondence in relation to this bid is as follows:  Name: Ms. Asad Baber Khan Designation: Manager Procurement Email: <a href="mailto:asad.baber@hbfc.com.pk">asad.baber@hbfc.com.pk</a> Address: House Building Finance Company Limited, Head Office, 3rd Floor, Finance & Trade Centre, Shahrach-e-Faisal, Karachi. Phone: +92 21 35641752
3.	Bidder/Firm, who is black listed by any government organization will not be eligible to participate in the bidding/procurement process.
4.	All bids will be evaluated in terms of Rule 36 (a) of Public Procurement Rules-2004 i.e., "Single stage-one envelope procedure".
5.	The period of Bid validity will be 120 days after opening of the Bids.
6.	All bidders are required to submit 02% Bid Security along with their bid in shape of Pay Order / Demand Draft in favor of HBFC. No bid will be considered as valid unless the Bid Security accompanies it. No interest will be payable by the HBFC on this deposit. Bid Security will be refundable on completion of bidding process or the award of contract to the successful bidder.
7	The Company's address for the purpose of bid submission is:  <b>Head - General Services Department,</b> House Building Finance Company Limited, 3 <sup>rd</sup> Floor, Finance and Trade Centre, Shahrach-e-Faisal, Karachi, Pakistan Telephone No: 021- 35641752
8	The deadline for submission of bids will be <b>April 25, 2023</b> at 11:00 am. Technical Proposals will be opened on same day at 11:30 am at the following address. In case of any holiday, bids will be opened on next working day at the time cited above:  House Building Finance Company Limited, 3 <sup>rd</sup> . Floor, Finance and Trade Centre, Shahrach-e-Faisal, Karachi –Pakistan.



**Bid Form**

(To be printed on bidder's letterhead)

To:

Dated:

The Head, General Services Department,  
House Building Finance Company Limited,  
3<sup>rd</sup> Floor, Finance & Trade Centre,  
Shahrah-e-Faisal, Karachi

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver the required item or services in conformity with the said bidding documents as may be ascertained in accordance with the Mandatory Criteria at Annexure - B and Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the services in accordance with the schedule specified in the Technical Requirements and Specifications.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

If the Bid is accepted then until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

\_\_\_\_\_  
[Seal & signature]      [In the capacity of]  
Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**Integrity Pact**

[Bidder Name] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [Bidder Name] 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 GoP, except that which has been expressly declared pursuant hereto.

[Bidder Name] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [Bidder Name] 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Bidder Name] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Bidder] 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 GoP.

***For and On Behalf Of***

\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_



**Non-Disclosure Agreement**

1. This Non-Disclosure Agreement exists between [Bidder] (hereinafter referred to as “RECIPIENT”) and House Building Finance Company (HBFC).
2. This agreement serves to protect confidential information develop and owned by HBFC which will be used by the bidder from the Work order till during the contract/SLA period under the following terms.
3. "Confidential Information" means any information directly or indirectly concerning, or related to the: Information about the activities of the HBFC.
4. Information about the above-mentioned categories in Project by HBFC, including but not limited to: Policies, Procedures, Business, Rules, Validation, Checks, all project related information Process followed etc.
5. Information about HBFC, above-mentioned categories in project as per RFP.
6. Any other information the recipient having obtained from HBFC deliberately or otherwise during the course if this exercise.
7. Confidential Information and Intellectual Property may be Oral, written, electronic or other machine-readable form.
8. Translated from the original, modified, updated, or altered Originated or obtained by HBFC.
9. Recipient shall protect the disclosed Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as the recipient uses to protect its own Confidential Information of a similar nature.
10. Recipient must ensure the secure custody of the Confidential Information and must take all reasonable precautions to prevent the access, use or disclosure of this information by third parties.
11. Recipient shall not disclose or attempt to disclose any Confidential Information to any person or entity other than its consultants and legal advisors who need access to such Confidential Information, and shall assure that all such persons treat the Confidential Information in accordance with all of the terms hereof.
12. Recipient shall not make or take any copies of Confidential Information, unless previously approved by Disclosure.
13. Recipient shall not use or attempt to use any of the Confidential Information for his/her own benefit or for the benefit if any other person or entity.
14. Recipient shall not be authorized to use or process the Confidential Information upon the date that his/her services to HBFC are completed or terminated.
15. Recipient shall promptly return the Confidential Information, or certify in writing to the complete destruction thereof, as directed by HBFC in writing.
16. The laws of Pakistan shall govern the interpretation and enforcement of this Agreement.
17. Recipient shall be bound by conditions until released in writing by HBFC.

**Agreed to and Accepted by**

**House Building Finance Company**

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(Signature of “Authorized Representative”)

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(Signature of HBFC Authorized Official)

## Financial Proposal

S. No.	Item Description	Qty. Required	Rate (PKR)	Amount (PKR)
1	<b><u>Supply, Installation and Commissioning of UPS Batteries</u></b> 12V, 40Ah Dry Maintenance Free Battery Leogh, Long or equivalent With standard warranty	64 Units		
<b>Total Amount (Inclusive of all applicable taxes)</b>			Rs. _____	

**Total Amount in Words:** \_\_\_\_\_

**Bid Security @ 02%:** Rs. \_\_\_\_\_

**Special Notes:**

- i. Quoted rates should be inclusive of all applicable taxes either Federal & Provincial Govt. or local bodies and will be deducted from the invoice accordingly.
- ii. Bidder shall not claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.
- iii. HBFC reserves the right to change / alter / remove any item or article or reduce / enhance quantity of document(s) to be scanned.
- iv. Successful supplier shall submit the invoices / bills after completion of assignment showing tax break-up, accordingly.
- v. Payment will be made after successful completion of the assignment and 100% delivery to the designated branches and office of HBFC nationwide.
- vi. Invoice / Bills must have valid NTN, Sales Tax Number and online Bank Account / IBAN No. clearly written.

