



**THE URBAN UNIT**

Urban Sector Planning & Management Services Unit (Pvt.) Ltd.

A Public Sector Company

## URBAN SECTOR PLANNING & MANAGEMENT SERVICES UNIT (PRIVATE) LIMITED



	NAME	SIG.	DATE
Draft	M. Bilal	[Signature]	11-9-18
Review I	H. Kaly	[Signature]	11-9-18
Review II	A. Raza	[Signature]	12/9/18
Approved			

### TENDER DOCUMENT FOR SERVICE LEVEL AGREEMENT FOR UPS (Technical Proposal) (Single Stage Two Envelope)

(Note: Procurement is done by Urban Unit in line with PPRA Rules 2014)

Tender # UU/2018-19/

Sign & Stamp of bidder

[Handwritten initials/signatures]



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Sign & Stamp of bidder

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## **TERMS & CONDITIONS**

Urban Sector Planning & Management Services Unit (Pvt.) Limited (*hereinafter referred to as "The Urban Unit" or Client*) invites sealed bids from eligible and experienced income tax & PRA registered sole proprietors / firms / companies (*hereinafter referred to as "Bidder"*) for the specified item as per Annex-A (*hereinafter referred to as "services"*).

### **1. General:**

- 1.1 Any offer not received as per terms & conditions of the tender enquiry is liable to be ignored. No offer shall be considered if:
  - a) received without bid security
  - b) it is received after the time and date fixed for its receipt
  - c) not signed & stamped by authorized person on each page of tender document
  - d) the offer is ambiguous
  - e) the offer is received by fax or e-mail
  - f) the offer is from a black listed firm
  - g) offer received with shorter validity than required
  - h) the offer is not conforming to specifications indicated in the tender documents
  - i) the offer / quoted rates are furnished other than the tender documents
  - j) any additional terms & conditions added by the bidder
  - k) any conditional offer
- 1.2 Only Income & PRA registered sole proprietor / firms / companies are eligible to participate in the tender.
- 1.3 Bid will remain valid for a period of 90 days from the date of opening the tender. No change in price will be made in case of Pak rupees variation against US\$ and any other case as may be.
- 1.4 The cover envelop must indicate particulars of tender and date of opening. The envelope must be properly sealed.
- 1.5 Bidders may participate as per Annex-A.
- 1.6 Contract agreement will be signed with technically responsive lowest evaluated bidder as per detailed at Annex-A by the Urban Unit after the approval of Competent Authority i.e. Chief Executive Officer of The Urban Unit.
- 1.8 The bidder must indicate their National Income Tax No and PRA No.
- 1.9 Offered rates will be on the basis of complete delivery/installation at Shaheen Complex, Egerton Road, Lahore.

### **2. Time Period:**

Contract will be signed initially for a period ending 30<sup>th</sup> June 2019, extendable on mutual consent of both parties.

### **3. Extension of Delivery period:**

- 3.1 In special circumstances, request for extension of delivery period may be considered by the Competent Authority on the written request of the firm before the target date of supply/installation, which will be authorized to either accept or reject the request of bidder without assigning any reason.

### **4. Cancellation / Penalty of Delay:**

- 4.1 In case, bidder fails to execute the contract in accordance with the terms & conditions laid down in the tender document (Response time from service provider should not be more than 3-4 hours, and resolution time should not be more than 8-12 hours. In case

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of major fault, If resolution time exceeds the local authorized service provider should provide replacement unit or provide backup unit until repair of the faulty unit) penalty @ 0.1% of total cost for every two hours of delay will be imposed.

- 4.2 The goods/installations will be inspected by The Urban Unit through some authorized personnel and will be rejected, if not found according to the given specifications as mentioned at Annex – A and The Urban Unit will not be responsible for any costs or expenses incurred by the bidders in connection with the supply of goods.

**5. Payment to the Contractors:**

- 5.1 Payment will be made through crossed cheque to the bidder on half yearly basis against invoice after 100% satisfactory services. No payment will be made as advance.

**6. Bid Security:**

- 6.1 The estimated cost of the services is Rs. 890,000/- and bid security @ 2% of estimated cost will have to be attached along with **technical proposal**. It should be in the form of Pay Order / Bank Draft / CDR from a scheduled bank in favor of Urban Sector Planning & Management Services Unit (Pvt.) Limited.
- 6.2 Bid security of unsuccessful bidders shall be refunded on the finalization of the tender whereas the bid security of successful bidder shall be refunded on the submission of performance bond (if applicable)
- 6.3 The bid security shall be forfeited if the offer is withdrawn, amended or revised.

**7. Deduction of Taxes:**

Any taxes (if applicable) will be deducted while making payment as per Government Rules / Instructions/ Notifications. Bidder will be responsible for the payment of duties, levies and clearance from customs authorities etc.

**8. Dispute:**

In case of any dispute before or after the execution of order, matter will be resolved as per PPRA Rules.

**09. Financial Evaluation:**

- 09.1 The Financial Bids of technically responsive bidders will be opened in presence of bidder(s) representative(s), who opt to participate.
- 09.2 The Least Cost Method will be adopted for financial evaluation.
- 09.3 The Financial Bids of technically dis-qualified/non-responsive bidder(s) shall be returned un-opened.

**10. Bid / Tender opening procedure:**

- As per PPRA Rules 2014, single stage two envelopes bidding procedure shall be adopted.
- 10.1 The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- 10.2 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters;
- 10.3 initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- 10.4 The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;

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Sign & Stamp of bidder





10.5 The technical proposal shall be evaluated in a manner prescribed in advance, without reference to the price and any proposal may be rejected which does not conform to the specified requirements / specifications;

10.6 During the technical evaluation no amendments in the technical proposal shall be permitted;

10.7 The financial proposals of bids meeting the technical specifications shall be opened publicly at a time, date and venue announced and communicated to the Firms in advance.

**13. One Person One Bid**

(1) In any procurement, one person may submit one bid and if one person submits more than one bid, the procuring agency shall reject all such bids.

**12. Performance Bond:**

Performance bond against warranty period of the item(s) against which warranty is mentioned at Annex-A (service, parts & labor) in the shape of schedule bank guarantee equivalent to 10% of the total contract amount of these services will have to be submitted by the successful bidder before signing of contract agreement. Bank guarantee will be returned after successful completion of the warranty period.

**DR. NASIR JAVED**

**Chief Executive Officer**

**The Urban Unit Planning & Management  
Services Unit (Pvt.) Limited**

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Sign & Stamp of bidder

**ELIGIBILITY CRITERIA**

Sr. #	Description	Annexed Doc		Annexed at
		Yes	No	
1.	Legal status of the firm/organization with Registration documents	Yes	No	
2.	NTN & PRA registration certificates	Yes	No	
3.	Active Tax Payer Status (copies)	Yes	No	
4.	Min. 2 purchase orders / work orders / contracts of similar services.	Yes	No	
5.	Min. 2 client list	Yes	No	
6.	Non-Blacklisting Certificate on stamp papers	Yes	No	
7.	SLA warranties should be from original manufacturer.	Yes	No	
8.	It should be executed through its authorized partner.	Yes	No	
9.	The authorized partner should have valid authorization certificate.	Yes	No	
10.	The manufacturer should authorize the partner exclusively for this assignment.	Yes	No	
11.	The warranties should be comprehensive for all equipment components & onsite replacement by the authorized partner on behalf of manufacturer.	Yes	No	
12.	The warranties should be on site at Urban Unit defined premises.	Yes	No	
13.	Maximum of 48 hours down time for all components including replacement of the whole unit.	Yes	No	
14.	Local authorized partners warranty channel setup details	Yes	No	
15.	Local authorized partners service setup details	Yes	No	
16.	Local authorized partners warranty / service call logging details	Yes	No	
17.	Local authorized partners details of min. 01 qualified professional	Yes	No	
18.	Technical Compliance.	Yes	No	

**Note:** Bidders must fill-up above mentioned checklist / table and attach copies of required documents with proper annexures along with tender document.

Sign & Stamp of bidder



**TECHNICAL SPECIFICATIONS**

<b>UPS Service Level Agreement</b>			
<b>Brands</b>		<b>APC SUVT 40kVA UPS</b>	
<b>S. #</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>
1.	<b>40kVA UPS SLA</b>	<p>APC SUVT 40kVA UPS, SLA services would be required with parts &amp; labour at site excluding UPS batteries. The SLA should be Back-to-Back SLA with parts by the product manufacturer through local authorized service providers, Part No. WADVULTRA-G3-24.</p> <p>Response time from service provider should not be more than 3-4 hours, and resolution time should not be more than 8-12 hours. In case of major fault, If resolution time exceeds the local authorized service provider should provide replacement unit or provide backup unit until repair of the faulty unit. The SLA will also cover the following:</p> <p>Visual Inspection Schneider Electric CPCS will inspect the UPS and/or PDU solution to ensure that all system components are clean and functioning within designed specifications. Perform Environmental Inspection Schneider Electric CPCS verify and document that the system's environment is within specified operating conditions including but not limited to room temperature, airflow, dust contamination, etc. Perform Mechanical/Electrical Inspection Schneider Electric CPCS will inspect all power and control wire termination points as well as all UPS and/or PDU system components. Perform Functional Verification Schneider Electric CPCS will check UPS and/or PDU event and alarm logs. CPCS will verify that input, output and bypass voltage and current values are within designed specifications. Schneider Electric CPCS will conduct min. 2 preventive maintenance &amp; servicing activity in an year or when required by the client in technical grounds. Schneider Electric CPCS will verify transfer to on battery operation and transfer to and from static bypass. Schneider Electric CPCS will check parallel operation performance or provision. Implement Updates Schneider Electric CPCS will verify and implement all required Field Advisories and Field Modifications. Schneider Electric CPCS will check all circuit board revisions and update as required. Deliver Documentation Schneider Electric CPCS will deliver a graphical site report documenting UPS and/or PDU status and on-site activities.</p>	<b>2 Nos. UPS</b>

Sign &amp; Stamp of bidder



<b>NOTE:</b>	
1.	<b>01 Year Parts and Labor warranty for all components on site Back-to-Back support from manufacturer.</b>
2.	<b>All payments for the SLA will be made on half yearly basis.</b>
3.	<b>This SLA period may be extended by mutual consent for another same period.</b>

<b>Installed Brand</b>	<b>Provide Name</b>	<b>Yes</b>	<b>No</b>	<b>Annex</b>
Make / Brand Name:	<b>APC by Schneider</b>			
Model Name:	<b>SUVT 40kVA</b>			
Authorized services provider, warranty setup details of the quoted brand				
Valid authorization letter from the manufacturer				
Local authorized dealers qualified engineers details				
Agreed to provide the requisite equipment with in prescribed time frame.				
Agreed to provide the required channel legal warranty of the equipment.				

Sign & Stamp of bidder





<b>BIDDER INFORMATION</b>	
Name of Firm/Company	
Complete Postal Address	
Phone	
Contact Person / Designation	
Cell Number	
E-Mail	
Fax Number	
National Tax Number	
PRA Number	

**Date of Submission / opening of technical proposals:**

Receipt of tenders : **October 01, 2018 till 11:00 AM**  
Opening of tenders : **October 01, 2018 at 11:30 AM** at Committee Room of  
The Urban Unit, 503 – Shaheen Complex, Egerton Road,  
Lahore

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*(Handwritten initials and signatures)*



**THE URBAN UNIT**

Urban Sector Planning & Management Services Unit (Pvt.) Ltd.  
A Public Sector Company

## **URBAN SECTOR PLANNING & MANAGEMENT SERVICES UNIT (PRIVATE) LIMITED**



### **TENDER DOCUMENT FOR SERVICE LEVEL AGREEMENT FOR UPS (Financial Proposal)**

(Note: Procurement is done by Urban Unit in line with PPRA Rules 2014)

**Tender # UU/2018-19/**

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Sign & Stamp of bidder





## Quotation

Sr#		Brand/Model	Quantity	Rate / Unit (Inclusive of all Taxes)	Total Amount (Inclusive of all Taxes)
1	SLA	APC SUVT 40kVA UPS. Part No. WADVULTRA-G3-24	1 year		
<b>TOTAL</b>					
<b>Amount in Words:</b>					

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**BIDDER INFORMATION**

Name of Firm/Company	
Complete Postal Address	
Phone	
Contact Person / Designation	
Cell Number	
E-Mail	
Fax Number	
National Tax Number	
PRA Number	

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Sign & Stamp of bidder



## **DRAFT SERVICE LEVEL AGREEMENT**

THIS AGREEMENT is made on this \_\_\_\_\_ 2018

### **BETWEEN**

**M/s Urban Sector Planning & Management Services Unit (Pvt.) Ltd.**, a company duly incorporated under the erstwhile Companies Ordinance, 1984 (now the Companies Act, 2017) and having its principal place of business at 503- Shaheen Complex, Egerton Road, Lahore through its Chief Executive Officer on behalf of its Board of Directors (hereinafter called the "Urban Unit" which expression shall include its successors, legal representatives and permitted assigns) of the **First Part**.

### **AND**

**Name of Firm**, a company known as Global Technology and Energy Company having its office at \_\_\_\_\_ through its \_\_\_\_\_ (hereinafter referred to as the "Company" which expression shall mean and include its successor and permitted assigns) of the **Second Part**.

(The Urban Unit and the Company are hereinafter collectively be referred to as the "Parties").

**WHEREAS**, the Urban Unit is desirous of having the services related to the APC SUVT 40KVA UPS, more particularly described in Schedule I of this Agreement at 503-Shaheen Complex, Egerton Road, Lahore excluding the UPS batteries and the Company undertakes to provide the Urban Unit with the said services.

**NOW, THEREFORE**, it is hereby agreed and declared by and amongst the Parties hereto as follows:

#### **ARTICLE-1: APPOINTMENT OF THE COMPANY:**

The Urban Unit hereby appoints the Company for the above mentioned services and the Company accepts its appointment on the conditions laid down hereunder.

#### **ARTICLE-2: OBLIGATIONS OF THE PARTIES:**

2.1 The Company shall exercise all reasonable skill, care & diligence in the discharge of its duties under this Agreement.

2.2 The Company shall guarantee the completeness and accuracy of its work within the terms of the Agreement.

2.3 The Company shall submit report of the services to the Urban Unit after every fifteen (15) days.

2.4 The Urban Unit shall remunerate the Company in consideration of their services under this Agreement.

#### **ARTICLE-3: COMPANY'S REMUNERATIONS:**

The Urban Unit shall pay remuneration to the Company for the services rendered in accordance to the Schedule I. The mode of payment of the said remunerations shall be in accordance with the Schedule II of this Agreement.

#### **ARTICLE-4: TIME SCHEDULE OF SERVICES:**



The time schedule of the services to be provided by the Company shall be agreed between the Parties hereto through exchange of letters/mutual discussions at a later date.

**ARTICLE-5: TERM OF AGREEMENT:**

The term of this Agreement shall be **ONE YEAR**

**ARTICLE-6: TERMINATION**

6.1 Either of the Parties to this Agreement shall have the right to terminate this Agreement at any time upon thirty (30) days' notice of prior intent.

6.2 In the event of the termination of the Agreement under Article 6.1, any payment made to the Company in excess of terms of services shall be refunded by the Company to the Urban Unit within thirty (30) days from the date of service of termination notice.

**ARTICLE-7: FORCE MAJEURE**

Neither party hereto shall be held responsible for any delay for failure to perform any nor all of the objection imposed upon such party caused by the case of force majeure. In this case, the time for performance of this Agreement will be extended by an equivalent period provided that should be duly justified and the obligations of the other party shall be extended by an equivalent period provided that should such an extension exceed or is likely to exceed 60 days, either party hereto may terminate this Agreement and the provision of Article 6 shall apply to such termination. The expression "FORCE MAJEURE" shall mean cause or causes beyond the control of either party that may intervene after the formation of the contract and which may cause delay or it may impede its performance, namely, industrial disputes, floods or any natural catastrophe, fire, mobilization, war, insurrection, embargo requisition or any other circumstances beyond the control of the Parties.

**ARTICLE-8: JURISDICTION OF CURTS**

The Parties hereto submit for jurisdiction to the courts of Lahore.

**ARTICLE-9: MODIFICATION/EXTENSION**

This Agreement may be modified and/or extended as to the scope of services by mutual written agreement between the Parties.

**ARTICLE-10: COMMENCEMENT OF SERVICES**

The Company shall start rendering the services immediately upon signing of this Agreement, subject to the time schedule as specified under this Agreement.

**ARTICLE-11: SCOPE OF AGREEMENT**

The Schedule(s) hereto and statements etc. or any additions and modifications thereto shall be deemed to be a part of this Agreement for all intents and purposes.

**ARTICLE-12: NOTICE(S)**

Any notice required or permitted to be given if delivered personally or by registered mail at the following address or at such changed address as may from time to time be designated in a notice similarly delivered or mailed:

**(i) IN CASE OF THE URBAN UNIT:**

Handwritten initials and marks in the bottom left corner, including a circled 'B', 'P. Q.', and 'M.A.'.



The CEO,  
The Urban Unit,  
503-Shaheen Complex,  
Egerton Road, Lahore.  
Tel: 042-99205316-22  
Fax: 042-99205323

**(ii) IN CASE OF THE COMPANY**

Managing Director,

**IN WITNESS WHEREOF** the Parties hereto have made and executed is Agreement the day and the year first above written.

\_\_\_\_\_  
**Name of Firm**

Though it's Chief Executive Officer

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

C.N.I.C. No. \_\_\_\_\_

\_\_\_\_\_  
**THE URBAN UNIT**

Though it's \_\_\_\_\_

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

C.N.I.C. No. \_\_\_\_\_

**WITNESSES:**

1.

2.

\_\_\_\_\_

\_\_\_\_\_

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

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

C.N.I.C. No. \_\_\_\_\_

C.N.I.C. No. \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_



## **SCHEDULE-I**

### **Description of Services**

APC SUVT 40kVA UPS would be required with parts & labor at premises excluding UPS batteries. The SLA should be Back-to-Back SLA with parts by the product manufacturer through local authorized service providers, Part No. WADVULTRA-G3-24.

Response time from service provider should not be more than 3-4 hours, and resolution time should not be more than 8-12 hours. In case of major fault, if resolution time exceeds the local authorized service provider should provide replacement unit or provide backup unit until repair of the faulty unit. The SLA will also cover the following:

Visual Inspection Schneider Electric CPCS will inspect the UPS and/or PDU solution to ensure that all system components are clean and functioning within designed specifications. Perform Environmental Inspection Schneider Electric CPCS verify and document that the system's environment is within specified operating conditions including but not limited to room temperature, airflow, dust contamination, etc. Perform Mechanical/Electrical Inspection Schneider Electric CPCS will inspect all power and control wire termination points as well as all UPS and/or PDU system components. Perform Functional Verification Schneider Electric CPCS will check UPS and/or PDU event and alarm logs. CPCS will verify that input, output and bypass voltage and current values are within designed specifications. Schneider Electric CPCS will conduct min. 2 preventive maintenance & servicing activity in a year or when required by the client in technical grounds. Schneider Electric CPCS will verify transfer to on battery operation and transfer to and from static bypass. Schneider Electric CPCS will check parallel operation performance or provision. Implement Updates Schneider Electric CPCS will verify and implement all required Field Advisories and Field Modifications. Schneider Electric CPCS will check all circuit board revisions and update as required. Deliver Documentation Schneider Electric CPCS will deliver a graphical site report documenting UPS and/or PDU status and on-site activities.

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## **SCHEDULE-II**

1. The agreement includes the 01 Year Parts and Labour warranty for all components on site Back-to-Back support from manufacturer.
2. The total amount of agreement for Service Level Agreement is Rs. \_\_\_\_\_/- and payments for above mentioned service will be made on half yearly basis.
3. This Service Level Agreement period may be extended by mutual consent for another same period.

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