

“SAY NO TO CORRUPTION”



NATIONAL INSURANCE COMPANY LIMITED

(Owned by the Government of Pakistan)

(CIUN # 0041095)

NIC Building, Abassi Shaheed Road, Karachi, Pakistan

TENDER NOTICE

Tender Description

Procurement of ten 10 kVA UPS Units with batteries for various locations of NICL offices.

- NICL invites bids for supply and installation of ten 10 KVA UPS units (American/European brand) for Head Office (Karachi), Lahore and Islamabad offices.
- Tender document can be obtained from IT Department, Head Office or from Company's website (www.nicl.com.pk).
- The bids should be sealed in two separate envelopes marked as “Technical Proposal” & “Financial Proposal”. The technical bids will be opened in presence of bidder's representative who wishes to attend. The financial bids must include 2 % of total bid amount as earnest money in the form of pay order (refundable after completion of bid evaluation) payable to 'National Insurance Company Limited' and shall be kept in safe custody of the department and to be opened only of technically qualified firms.
- Sealed bids document filled in all respects are required to be delivered to the office of IT Department by 12:00 PM before the last date i.e 15th day from the publication of this tender, which will be opened on same date at 12:30 PM in presence of the bidders or their authorized representatives, who may like to be present.
- Price Quoted should be inclusive of all services, SST/GST and all other applicable taxes.
- Quoted rates must be valid for a period of 90 days from the date of tender opening.
- Conditional, Multi Optional Quotations will not be accepted.
- NICL may reject all bids or proposal at any time prior to the acceptance of a bid or proposal. The reason for rejection shall be communicated as per PPRA Rules.

IT Department,
5th floor, NICL Building,
Abbasi Shaheed Road, Karachi, Pakistan.
Tel: 021-99026512

NATIONAL INSURANCE COMPANY LIMITED
Head Office



TENDER DOCUMENTS

FOR

UPS (Uninterruptible Power Supply)

N.I.C BUILDING, ABBASI SHAHEED ROAD, KARACHI-74400
PABX: 99225741-50, EMAIL: INFO@NICL.COM.PK

Tender Documents

M/S _____

TENDER ENQUIRY No. ____



NATIONAL INSURANCE COMPANY LIMITED

Information Technology Department

NIC Building, Abbasi Shaheed Road, Karachi

Tel: 92-21-99225741-50

Instruction for Compilation / Preparation of Tender Documents

1. Specific conditions required to be fulfilled for the particular tender in question or conditions which are to be applied over & above the general conditions may be included in Special Conditions, Section – IV.
2. If any section is not required, do not delete or alter the section or page numbers, Mark “Not Applicable” & compile. Information Technology Department will exclude it during final compilation of the tender documents.
3. Specific details, such as “name of the Representative of the Bidder”. “Completion Period”, “Maintenance Period”, “Retention Money”, “brief description of Work”, etc., should be furnished by the Bidder in lieu of such descriptions at every place indicated with blank parenthesis/blank lines / blank spaces / blank pages.



NATIONAL INSURANCE COMPANY LIMITED

M/s. _____

Date: _____

Reference No: _____

Dear Sir(s),

National Insurance Company
Invitation to Bid for UPS (Uninterruptible Power Supply)

Tender Enquiry No.

1. National Insurance Company Limited invites sealed quotations **on two envelope system** from authorized, gold or equivalent partners/dealers /suppliers for the purchase UPS for its Head Office (Karachi), Lahore & Islamabad branch offices.

Uninterruptible Power Supply (UPS-10kVA)			
Brands		American & European top recognized brands	
S. #	ITEM	DESCRIPTION	QTY
1	10kVA (Online)	Double conversion on-line	10 Nos.
		Rack/Tower Convertible	
		Widest Input Voltage Window (160-280VAC at full load and 100-280VAC at half-load)	
		Hot-swappable, user-replaceable batteries	
		Unlimited runtime capability	
		Tight output voltage regulation (+/-1%)	
		Automatic Bypass	
		Manual Bypass	
		Input Power Factor Corrected	
		High efficiency (up to 94%)	
		Flash Upgradeable	
		Cold Start	
		Installation of UPS at site	

Bids shall be received at 5th Floor, Information Technology Department, National Insurance Company Limited, NICL Building, Abassi Shaheed Road Karachi – 74400, Pakistan by 1st February 2018. The bids shall be opened at 11:30 am sharp on the same day.

Yours faithfully,
Assistant Manager-IT
National Insurance Company Limited

TABLE OF CONTENT

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
I	INSTRUCTION TO BIDERS.....	06-07
II	TENDER FORM.....	08-09
III	GENERAL CONDITIONS OF CONTRACT.....	10-16
IV	SPECIAL CONDITIONS OF CONTRACT.....	17-18
V	SCOPE OF WORK.....	19-20
VI	SELECTION CRITERIA.....	21-23

SECTION - I

INSTRUCTIONS TO BIDDERS

Section – I

Instructions to Bidders

1. All rates quoted in the BOQ, Section V, shall be firm, irrevocable and not subject to change or escalation on any account. No modification, alteration or deletion in the bid will be accepted after the bid opening time.
2. Sealed Bids shall be received at Company's Head Office Information Technology Department NIC Building, Abbasi Shaheed Road, Karachi. up to specified time & date.
3. The sealed Bids must be submitted at the address stated above in person or by courier but it shall be the Bidder's responsibility to ensure that Bids so submitted are delivered to the above address by the specified Bid opening date and time. The Company shall not be held responsible in any way for late receipt of Bids or their confidentiality. Bids received after the Bid closing time shall not be considered, and will be returned to the Bidder unopened.
4. The Bid should be signed by a person having the authority for this purpose. In case of a bid submitted by a corporate entity, the same shall bear its seal and be duly signed by its secretary. All pages of the Tender Documents must be signed by the Bidder.
5. Bids shall be submitted strictly in accordance with the requirements of the Tender Documents including the Specifications.
6. In case of doubt about the meaning of any part of these Tender Documents the Bidder shall state his/her interpretation of that part of the documents on the basis of which his/her Bid has been submitted.
7. Bids shall remain valid for acceptance for a period of NINETY (90) days from the date of public opening of Bids.
8. The Company shall not reimburse any expenses incurred in preparation of Bids.
9. The Bid and all subsequent correspondence shall be in the English language.
10. Payment for the Contracted Work / Services will be made in Pakistani Rupees only. The rates quoted by the Bidder shall therefore, be in Pakistani Rupees.
11. Should the Bidder have any queries in regard to this Tender, the same may be forwarded to Information Technology Department on info@nicl.com.pk.
12. The Company reserves the right to reject any or all Bids without assigning any reason. Company also reserves the right to accept the whole or a part of Bid and does not bind itself to accepting the lowest or any particular Bid.
13. Suppliers are requested to give their best and final prices as no negotiations are expected
14. The National Insurance Company Ltd. reserves the right to increase or decrease quantities of any of all of the contract packages
15. The National Insurance Company Ltd. reserves the right to accept or reject any offers or parts thereof without assigning any reason.
16. All technical literature regarding the above mentioned software and training package should be provided in hard and soft form
17. All user manual and configuration guide should be provided

SECTION - II

TENDER FORM

Section II

Tender Form

Note: This section forms it part of the Tender. Bidders are required to fill in the blank spaces, sign and Stamp on this Tender form.

The National Insurance Company Ltd
NIC Building, Abbasi Shaheed Road,
Karachi - 74400

Tender Enquiry No _____

For UPS

Dear Sir,

1. Having examined the Conditions of Contract, Specifications and Schedule of Requirement (SOR) / Bill of Quantities (BOQ) for the subject job and fully understand the same, I/We. the undersigned offer to undertake, complete and maintain the whole of the said work in conformity with the said Conditions of Contract Specifications and SOR/BOQ at the rates given in accordance with the said conditions.
2. I/We undertake if my/our tender is accepted.to commence the Work within specified time after receipt of the letter of intent/letter to proceed/signing of Contract, and to complete and deliver the whole of the Work contained in the Contract within the period specified in the Tender Documents.
- 3.I/We agree to abide by this Tender for the period of 90 days from the date fixed for opening the same and it shall remain binding upon me/us and may be accepted at any time before the expiration of this period.
4. I/We agree to execute the Work in a manner satisfactory to the Company whose decision shall be final and without appeal on all methods, specifications, and quality of materials, equipment and workmanship.
5. I/We agree to supervise and furnish adequate supervisory staff. labor force, tools, and finances to perform the Work in time as specified in the agreed Time Schedule.
6. I/We understand that the Company is not bound to accept the lowest or any Tender received without assigning any reasons

In the name of _____

Dated this _____ day of _____ 2009

Signature _____ in the capacity of _____ duly
authorized to sign die, tender for and on behalf of _____

Witness

Signature: _____

Name: _____

Address: _____

SECTION - III

GENERAL TERMS AND CONDITIONS

Section - III

General Terms & Conditions

I. Definitions and Interpretation

1.1 In these tender documents (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the "Tender requires otherwise.

- a) Company means the National Insurance Company Limited, a Company registered under statutes of Pakistan and includes any successors-in-interest or assignees.
- b) Representative of the Company means a duly authorized person appointed by the Company or as specified in the "Special Conditions of the Contract" to perform the assigned duties.
- c) Bidder means any person or persons, firm or company bidding for the Work
- d) Vendor means the persons, firm or company whose Tender (as hereinafter defined) has been accepted by the Company and includes the Vendor's representatives, sub Vendors, successors and permitted assignees (Prior to the execution of the Contract the word "Vendor" also means a Tendered or Bidder submitting a proposal in accordance with the Tender Documents).
- e) Agent or Representative means person(s) appointed by the Vendor to perform duties as set forth in the Contract.
- f) Laborers/Workmen means such laborers/workmen and staff as may be employed by the Vendor for purpose of carrying out the Work.
- g) Sub Vendor means any Firm or person having a direct Contract with the Vendor. Nothing contained herein however, shall be deemed or be construed to impose upon the Company any obligation, liability or duty to a sub Vendor or to create any contractual relation between any sub Vendor and the Company.
- h) Work means whole of the Works / Services or part thereof to be executed in accordance with Tender / Contract documents, whether temporary or permanent and whether original, altered substituted or additional.
- i) Contract Documents shall consist of duly executed Articles of Agreement, the Tender Documents and the Tender submitted by the successful Bidder including modifications thereto incorporated in the documents before and after the execution of the Contract
- j) Contract Price/Value means the sum named in Schedule of (SOR) / BOQ subject to additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- k) Location means the land and other places on, under in or through which the Work is to be executed or carried out and other lands or places provided by the Company for the purpose of the Contract.
- l) Approved/Approval means approved/approval in writing by Company's representative or as specified in "Special Conditions of Contract".
- m) Tender/Bid means the offer tendered by the Bidder for the Work governed by the Contract.
- n) When the terms Acceptable, Satisfactory, Proper, or other such general qualifying terms are used in the Contract, it shall be understood that reference is made to be sole ruling and the sole judgment of the Company.
- o) The Word Equivalent or Equal where used in these documents in the general sense shall nor mean Similar but shall mean "Conforming to, like, of Kind/Quality and Function". "Proprietary Items" and "Trade Names" are used for the purposes of establishing a standard of "Kind, Quality and Function" and "Equipment" items, articles, things or materials will be approved, if held to be "Equivalent" by the Company

- p) Specification(s) means the standard codes of practice and other specifications issued with the "Tender and any notification such as specifications approved in writing by the Company and other specifications as may from time to time be furnished or approved in writing by the Company.
- q) Month means 'English' calendar month.
- r) Time Schedule is a graphical illustration of the time span of various Works Activities defining starting and completion dates.
- s) Substantial Completion Certificate the certificate issued by the Company's authorized representative on or after the completion by the Vendor of all obligations in respect of the Work in accordance with the Contract except for attending to defects/maintenance requirements during the maintenance period(s) specified in the Contract.
- t) Completion Date means the date on which the Work has been completed in Accordance with the Contract so that it can be utilized for intended purpose,
- u) Day means a day of 24 hours mid night to mid night.
- v) Completion Period means the time allowed for the execution of the Work.

- I.2 Words importing the singular only also include the plural and vice-versa where the Contract so requires.
- 1.3 The marginal headings or notes in these Conditions of contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.4 If there is any conflict between the Special conditions and the General conditions, the Special Conditions shall modify, supplement and supersede the General conditions.

2. Examination

Bidders shall visit/inspect/examine the Work & Location and shall fully acquaint themselves with the nature and requirements of Work/Services, access to Work/Location, availability of materials, weather, law and order and local conditions etc. before submitting their Bids. Submission of the Bid shall be prima facie evidence that the Bidders have fulfilled this requirement and shall be binding upon him.

3. Conflict between Specifications/SOR

In case of any conflict between specifications, SOW/TOR and SOR/BOQ, with regard to the quality of any item, the Vendor shall base his quotation for the better quality. In case of any deficiency in the details, the Vendors shall seek clarification from the company. Submission of Bids/rates on the basis of incomplete details shall be Vendor's sole responsibility.

4. Additions, Deletions and Amendments

The company reserves the right to make addition to or to delete from and/or amend the Work defined in SOW/TOR/SOR/BOQ as deemed necessary before or .after the execution of the contract. All such additions deletions and amendments shall only be authorized in writing by the company

5. Schedule of Requirement

The quantities specified in the SOR/BOQ are estimated and are intended to serve only as a guide to the Bidders. Payments shall be made on the basis of actual Work quantum done as measured. No claims or adjustments shall be entertained allowed on account of increase or decrease in the Scope of Work which has not been duly authorized by the company through the issue of change orders as stipulated in the relevant provision.

6. Rate

The Bidder shall quote all item rates and lump sum prices as shown in the "SOR/BOQ". Bidders shall fill in the rate / price for each item in the SOR/BOQ. In case of any discrepancy between item rate and the amount, the quoted item rate will prevail. The quantities given in the SOR/BOQ are estimated ones and are subject to variations. That is, there could be increase or decrease. Nevertheless, the item rates quoted by the Bidder shall remain fixed and no escalation whatsoever shall be permissible. The rates / prices quoted by the Bidder shall be workable. The Bidder shall be required to furnish a complete rate analysis of any item in the SOR/BOQ as considered necessary by the Company.

7. Escalation in Price

It may be clearly understood that this tender does not contain a price variation clause and therefore all unit prices quoted shall be firm, irrevocable fixed and valid until completion of the Contract and will not be subject to variation on any account.

8. Validity

Bids shall remain valid for acceptance for a period of ninety 90 days from the date of bid opening. If the last date falls on a holiday, the validity will be extended to the first Company working day thereafter.

9. Tender Document Fee

At the time of collecting the tender documents from IT Department, bidder shall submit pay order of Rs.500/- (non-refundable) in favor of National Insurance Company Limited.

10. Completion Period

The Work shall not be considered as completed until the Company has certified in writing that it has been completed and the maintenance period shall commence from the date of such certificate. Should extra, altered or additional Work of any kind, which in the opinion of the Company could not have been foreseen by the Vendor requires extension in completion time, then on the written request of the Vendor, the completion period as provided in the Contract shall be extended by the Company. All such extensions shall be allowed in writing by the Company's representative.

11. Change in Orders

The Company may at any time, by a written notice to the Vendor, make changes within the general Scope of Work of the Contract. Changes mutually agreed upon as a change shall constitute a part of the Work under this Contract, and the provisions and conditions of the Contract shall apply to said change.

12. Standards & Codes

All materials, or works which prove to be not complying with the specified requirements, shall be immediately removed and replaced by the Vendor at his own expenses and the Vendor will not be entitled for any compensation of any kind in return

13. Assignment & Sub-letting

The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract.

14. Substantial Completion of Certificate

As soon the Machines have been delivered and their specifications verified by the Company, it shall grant a certificate of Substantial Completion and period of Warranty of the Work shall commence from the date of such certificate.

15. Termination of Contract

The Company may decide to terminate the Contract in one of the following situations:

(i) Termination for Default:

The Company may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part.

- (a) If the Vendor fails to complete the contracted Works / Services within the time period(s) specified in the Contract or any extension thereof granted by the Company.
- (b) If the Vendor fails to perform any other obligation(s) under the Contract.

Prior to the exercising of any right by the Company to terminate the Contract, the Company shall issue notice to the Vendor specifying the default(s) and the Vendor shall submit an explanation within seven (07) days of receipt of such notice. If such explanation is not furnished within the stipulated time or if so furnished, is found to be unsatisfactory and / or the default(s) continues, the Contract may be terminated by the Company.

(ii) Termination for Insolvency:

The Company may at any time terminate the Contract by giving written notice to the Vendor, without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent. Notwithstanding the above such termination will not prejudice or affect any right of action or remedy which has accrued or will occur thereafter to the Company.

16. Liquidated Damages

If the Vendor fails to complete the Work or perform the Services specified in the Contract within the stipulated period / scheduled time specified in the Contract, the Company, without prejudice to any other remedies, shall deduct from the bills or any other due payments / guarantees, as liquidated damages, a sum equivalent to 0.1% per day of the value the Contract, until actual completion of the Work or performance of the Services. However if delay of over 100 days takes place (i.e. equal to 10%), the Company reserves the right to terminate the Contract at the risk and cost of Vendor.

The payment of liquidated damages shall not relieve the Vendor from performing and fulfilling all its obligations under the Contract and nor shall the rights and entitlements of the Company be affected or reduced in any manner.

Company's Address:

NATIONAL INSURANCE COMPANY LIMITED,
NIC BUILDING, ABBASI SHAHEED ROAD, KARACHI -PAKISTAN.

Vendor's Address:

17. The Vendor shall obtain & submit an NOC Form PCT-S, from the office of concerned District Excise & Taxation Officer

18. Warranty Period

The Vendor shall correct at his sole expense any defects / shortcomings / deficiencies in Work / Services, during the specified period from the date of issue of the Substantial Completion Certificate, this making good of such defects / shortcomings / deficiencies by the Vendor shall be done immediately after it has received notification from the Company

In addition the Vendors shall correct any defects /shortcomings / deficiencies which might appear during the same period. If the defects / deficiencies are not promptly remedied by the Vendor, the Company may proceed to have the defects /deficiencies remedied at the Vendor's risk, expense and the costs thereof shall be payable forthwith by the Vendor to the Company

19. Dispute Resolution

If any dispute shall arise as to the interpretation of this Contract or any matter or thing arising there from, the same shall be settled as far as possible by way of amicable resolution. Failing such settlement, the dispute may be referred for arbitration to two Arbitrators, one to be nominated by each Party. The appointed Arbitrators shall before proceeding on the reference appoint an Umpire. The Award given by the Arbitrators or the Umpire as the case may be shall be final and binding on the Parties. The proceedings shall be governed by the Pakistan Arbitration Act, 1940 and any statutory modification thereof. The venue of arbitration shall be Karachi.

All costs of arbitration shall be borne by the Parties themselves, unless otherwise ordered by the Arbitrator. Not withstanding the existence of any difference or dispute, or the commencement or continuance of any arbitration proceedings, Works to be done or Services to be provided under this Contract shall not be suspended or discontinued by the Vendor nor shall any payment be withheld by the Company except the difference of the amount in dispute, which is the subject matter of such proceedings.

20. **Income Tax and Duties**

All kinds of Government Taxes and Duties (income tax, sales tax, custom duties, etc.), against any item of the contract, shall be entirely the responsibility of the Vendor. Income Tax will be deducted as applicable under the prevailing Government Rules. Rate of Income tax deduction in relation to submission of Income Tax certificate from the Vendor should also be stipulated.

21. **Mode of Payments**

The Vendor shall submit to the Company bills along with a statement / details of executed Work after successful delivery of equipments.

The rates and prices in such on-account bills and statement of Work shall be in accordance, with those in the SOR/BOQ so far as such rates and prices are applicable and on the approved rates and prices for other items of Work.

22. **Import Certificate**

Vendor will provide a Certificate that the product is legally imported and specify the name of the country product has been manufactured.

23. **Credibility**

The organization should not be black listed with NICL or any government organization.

24. **About Company**

Vendor will submit Major Client list with Company Profile including the name and designation of Principal contact person.

25. **Documents to be furnished by Vendor**

- Copy of National Income Tax Certificate.
- Copy of Sales Tax Registration Certificate.
- Details of projects in hand indicating name of the company, cost scope and expected time of completion.
- Certificate for partnership/distributorship level with UPS manufacturing company.
- List of arbitration / litigation cases in which the organization has been or is involved.
- Staff strength with organogram
- List of major clients (private and government)
- Other documents to be furnished as mentioned in ‘Selection Criteria’ (Section VI)

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

Section – IV
Special Terms & Conditions

I. Representative of the Company:

Representative of the Company for the purpose of this Contract would be

(Name of Person)

(Designation)

2. Completion Period:

The supply and installation of UPS units shall be completed within three (3) weeks from the award of contract.

3. Warranty Period:

The warranty/maintenance period will be (3) years after the issuance of Substantial Completion Certificate by the Company

NOTE

In case of any conflict between Special Conditions & General Conditions of the Contract, the Special Conditions will super cede the General Conditions.

SECTION - V

**SCOPE OF WORK / TERMS OF
REFERENCE**

Section – V

Scope of Work / Terms of Reference

TECHNICAL SPECIFICATION

Uninterruptible Power Supply (UPS-10kVA)			
Brands		American & European top recognized brands	
S. #	ITEM	DESCRIPTION	QTY
1	10kVA (Online)	Double conversion on-line	10 Nos.
		Rack/Tower Convertible	
		Widest Input Voltage Window (160-280VAC at full load and 100-280VAC at half-load)	
		Hot-swappable, user-replaceable batteries	
		Unlimited runtime capability	
		Tight output voltage regulation (+/-1%)	
		Automatic Bypass	
		Manual Bypass	
		Input Power Factor Corrected	
		High efficiency (up to 94%)	
		Flash Upgradeable	
		Cold Start	
		Installation of UPS at site	

Delivery & Installation Details		
S.No	Location	Qty.
1	Head Office, Karachi	6
2	Lahore Office	2
3	Islamabad Office	2

Note:

- NICL expects to ensure that vendors account for all types of duties, taxes, etc.
- Advance Income Tax will be deducted by NICL at a rate prescribed by the government.
- NICL does not bind itself to accept the lowest or any tender and will not assign any reason for the rejection of any tender.
- Incomplete bids will not be entertained.
- ***Vendor must have maintenance/support offices in Karachi, Lahore & Islamabad.***

SECTION - VI

Selection Criteria

Selection Criteria:

Technical Proposal Weightage : 70%

Financial Proposal Weightage : 30%

Technical Weightage Criteria

S.No	Criteria	%age			
1	No. of Year Experience	10	20 yrs & above	10 to 19 yrs	5 to 10 yrs
			10	6	3
2	No. of Year Experience in sale of UPS units (American/European Brand)	15	10 yrs & above	7 to 9 yrs	3 to 6 yrs
			15	10	5
3	Support Staff	15	50+	25+	10+
			15	7	4
4	No. of major private clients.	10	50+ clients	20+ clients	10+ clients
			10	6	3
5	No. of major government clients.	15	50+ clients	20+ clients	10+ clients
			15	10	5
6	UPS distributorship level	15	Sole/Gold	Authorized	Reseller
			15	10	5
7	Backup time on full load	10	12 minute	8 minute	5 minute
			10	7	4
8	Backup time on half load	10	25 minute	15 minute	10 minute
			10	7	4

$$\text{Technical proposal weight-age} = \text{Total Points scored by bidder} \times \left(\frac{70}{100} \right)$$

$$\text{Financial proposal weight-age} = \left(\frac{\text{Bid value of lowest bidder}}{\text{Bid value of bidder}} \right) \times 30$$

The technical proposal will be evaluated first and financial proposals of the technically qualified firms will be opened in second stage. The proposals will be evaluated technically on the basis as defined in TOR and only bidders scoring 70% of the allotted weight-age (or 49 out of 70) will be considered technically qualified. For financial bid only the website development cost will be considered and scoring will determined as per above formula.

The total score will be determined by adding score for Technical proposal and Financial Proposal, and bidder having the highest score will be awarded the job order for this tender.

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in this document and submit all the related information that can be required for evaluation or verification purpose. Failure to furnish all information required by the tender or to submit a bid not substantially responsive in every respect will be at the Bidder's risk and may result in the rejection of its bid